



BULKY DOCUMENTS

(Exceeds 100 pages)

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Part : 2 of 9

91201920

1 IN THE UNITED STATES PATENT AND TRADEMARK
2 BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

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3 CITIGROUP INC.,

Serial No.

4 Opposer,

85/219,849

Opposition No.

5 - against -

91201920

6 CITIAIR, LLC,

7 Applicant.

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11
12 DEPOSITION OF ANNE MOSES
13 New York, New York
14 Monday, October 15, 2012
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23 Reported by:

FRANCIS X. FREDERICK, CSR, RPR, RMR

24 NJ CSR LICENSE NO. 30XI 00159400

JOB NO. 54315
25

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3
4 October 15, 2012

5 10:26 a.m.
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8 TRADE SECRET/COMMERCIALLY

9 SENSITIVE deposition of ANNE MOSES, held
10 at the offices of Skadden, Arps, Slate
11 Meagher & Flom, 4 Times Square, New
12 York, New York, pursuant to Notice
13 before Francis X. Frederick, a Certified
14 Shorthand Reporter, Registered Merit
15 Reporter and Notary Public of the States
16 of New York and New Jersey.
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1 A P P E A R A N C E S:

2
3 SKADDEN, ARPS, SLATE MEAGHER & FLOM
4 Attorneys for Opposer

5 Four Times Square

6 New York, New York 10178

7 BY: KENNETH A. PLEVAN, ESQ.

8 LIMOR ROBINSON, ESQ.

9
10 THE TRADEMARK COMPANY

11 Attorneys for Applicant

12 344 Maple Avenue West, Suite 151

13 Vienna, Virginia 22180-5612

14 BY: MATTHEW H. SWYERS, ESQ.

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22
23 ALSO PRESENT:

24 ROBERT U. LINNOILA,

25 Legal Assistant, Skadden Arps

1 A N N E M O S E S, called as a witness,
2 having been duly sworn by a Notary
3 Public, was examined and testified as
4 follows:

5 DIRECT EXAMINATION

6 BY MR. PLEVAN:

7 Q. Good morning, Ms. Moses.

8 A. Good morning.

9 Q. You understand this is the
10 testimony period in an Opposition at the
11 Patent -- at the Trademark Trial and Appeals
12 Board.

13 A. Yes.

14 Q. And this is your trial testimony.

15 A. Yes.

16 Q. What is your full name?

17 A. Anne Elaine Moses.

18 Q. How old are you, Ms. Moses?

19 A. Fifty-five.

20 Q. What is your current position of
21 employment?

22 A. I'm an Associate General Counsel
23 at Citigroup.

24 Q. What is your education?

25 A. I got my bachelor's degree from

1 Queens College in 1978, my JD from St. John's
2 University in 1981, and an LLM from New York
3 University School of Law in 1987.

4 Q. Are you a member of the New York
5 Bar?

6 A. Yes, I am.

7 Q. What was your first employment
8 after law school?

9 A. My first employment after law
10 school was with an immigration law firm called
11 Ronald Freeman, PC.

12 Q. Did there come a time when you
13 came to work at what is today known as
14 Citigroup?

15 A. Yes.

16 Q. And when was that and what was
17 your position?

18 A. I joined Citigroup on March 1st
19 1983. Back then it was Citicorp. And I was a
20 young lawyer in the Capital Markets Group.

21 Q. Did there come a time that you
22 began to work in the trademark area at
23 Citicorp?

24 A. Yes.

25 Q. And when was that?

1 A. That was August 1984.

2 Q. Now, what was the trademark legal
3 department at Citicorp like in those days in
4 terms of its size and that sort of thing?

5 A. We had two to three lawyers.
6 Probably two full-time lawyers and a part-time
7 lawyer working in the group and several
8 trademark paralegals and administrative
9 assistants.

10 Q. Now, you say you started in the
11 trademark area in Citicorp in August of 1984?

12 A. Um-hum.

13 Q. Have you been doing trademark work
14 as well as other things at Citigroup or
15 Citicorp ever since?

16 A. Yes. I've been doing the
17 trademark work for Citicorp and its successor
18 company, Citigroup, since that time.

19 Q. That's about 28 years?

20 A. Correct.

21 Q. Describe the -- over last say four
22 or five years the Citigroup trademark group.

23 A. We've had -- since probably
24 around -- well, since 2001 we've had four
25 full-time trademark attorneys and three to

1 four trademark paralegals over this time. And
2 what we are is a centralized group that's
3 dedicated to serving the trademark, copyright
4 and other intellectual property needs of the
5 entire corporation.

6 There's also a patent lawyer
7 that's part of our group.

8 Q. Specifically what are the
9 responsibilities of the trademark group at
10 Citigroup?

11 A. So our primary responsibilities
12 would include the searching and clearance of
13 new trademarks for products and services; the
14 prosecution of those trademarks around the
15 world; policing those trademarks for potential
16 infringements; working on transactions such as
17 merger and acquisitions, divestitures, doing
18 the trademark work in connection with those;
19 in connection with licensing activities and
20 sponsorships.

21 We also work very closely with the
22 Global Branding Group to help implement
23 branding guidelines such as naming new
24 products and services.

25 We also review Web sites and our

1 own mobile applications for trademark
2 compliance.

3 Q. I'm not sure I asked you this but
4 maybe I did. What is your title?

5 A. Associate General Counsel.

6 Q. And you interface as well with
7 outside counsel?

8 A. Yes.

9 Q. On trademark matters.

10 A. Correct.

11 Q. Are you personally active or have
12 you been active in the International Trademark
13 Association?

14 A. Yes. The whole group has been
15 active in the International Trademark
16 Association. I served on the board of
17 directors between 2002 and 2004. And other
18 members of our group have also -- at least two
19 other members have served on the board of
20 directors as well and continue to be very
21 active in various committees.

22 Q. Now, over the years, how many
23 federal trademark applications has Citigroup
24 prosecuted?

25 A. Several -- hundreds.

1 Q. And on a world -- do you also
2 prosecute trademarks on a worldwide basis?

3 A. Yes, we do.

4 Q. And how many of those do you think
5 you've prosecuted?

6 A. That would probably be numbered in
7 the thousands.

8 Q. Now, in terms of a C-I-T-I prefix
9 mark, in general, how many of those trademarks
10 are CI -- have the mark or the phrase C-I-T-I
11 either at the beginning or in the marks?

12 A. On a worldwide basis?

13 Q. Well, nationwide or worldwide.

14 A. The majority of them would be Citi
15 marks. Probably at least 80 percent or
16 higher, I would think.

17 Q. And when you say Citi in that
18 answer, you're referring to C-I-T-I?

19 A. Correct.

20 Q. So I guess occasionally we'll have
21 to distinguish on the record between C-I-T-I
22 and C-I-T-Y.

23 A. Correct.

24 Q. All right. Thank you.

25 So, Ms. Moses, are you personally

1 familiar with some of the key points of the
2 history of Citigroup?

3 A. Yes, I am.

4 Q. And how did you come to be
5 familiar with that history?

6 A. As part of my job as in-house
7 trademark counsel, I had to become familiar
8 with the history of the organization in
9 connection with various litigation matters,
10 opposition matters, or in connection with
11 various projects such as, for example, more
12 recently, the 200th anniversary of Citibank.

13 Q. What year was the 200th
14 anniversary?

15 A. That was this year.

16 Q. So you're still in that year?

17 A. Correct.

18 Q. And just by way of comparison, is
19 it fair to say that you've been -- among the
20 lawyers in the trademark group you've been at
21 Citi a lot longer than the others?

22 A. Yes. I am the oldest member of
23 the trademark group.

24 (Opposer's Notice of Reliance
25 Exhibit 502, Citibank 1812 to 1970,

1 marked for identification as of this
2 date.)

3 BY MR. PLEVAN:

4 Q. We're going to show you what we've
5 designated as Notice of Reliance Exhibit 502.
6 Can you identify for us what this is.

7 (Document review.)

8 A. This is a book that was written by
9 two employees of the bank. It's called
10 Citibank 1812 to 1970 and it was published by
11 the Harvard University Press in 1985.

12 Q. Now, the document you have in
13 front of you, is that the whole book?

14 A. No.

15 Q. What is it?

16 A. The cover page. Some of the first
17 introductory pages and what appears to be the
18 editor's introduction. Table of contents.
19 And the introduction.

20 Q. Now, are you familiar with this
21 book?

22 A. Yes, I am.

23 Q. And how is that?

24 A. I first became familiar with it
25 because one of the people writing the book's

1 office was on my floor and I came to know
2 him -- or of him and his secretary. And this
3 is also a book that I turn to many times to
4 check into historical references of the
5 company.

6 Q. And in your experience is the
7 book, Citibank 1812 to 1970, used as a
8 reference for the history of Citibank during
9 those period --

10 A. Yes.

11 Q. -- those years?

12 A. Yes.

13 (Opposer's Exhibit 183,
14 Declaration of Anne Moses, marked for
15 identification.)

16 BY MR. PLEVAN:

17 Q. I'm going to show you what we've
18 marked as Exhibit 183.

19 Ms. Moses, could you identify what
20 Exhibit 183 is?

21 A. This is a declaration -- my
22 Declaration in connection with an opposition
23 that Citigroup brought against Capital City
24 Bank Group, Inc.

25 Q. You'll notice at the bottom

1 right-hand side it says Opposer Exhibit 183.

2 A. Yes.

3 Q. And also on the top right-hand
4 side there's another exhibit number.

5 Do you see that?

6 A. Yes.

7 Q. And is that -- that's the earlier
8 case -- the earlier opposition to which you
9 were referring?

10 A. Correct.

11 Q. Now --

12 A. That's Capital C-I-T-Y Bank Group,
13 just to be clear.

14 Q. So if you would turn to page 3 you
15 see that there is a -- you have set forth a
16 version -- you know, information regarding the
17 history of Citibank in paragraphs 11 through
18 29.

19 A. Yes.

20 Q. And was this information that you
21 swore to in this Declaration truthful to the
22 best of your knowledge and belief?

23 A. Yes.

24 Q. Could you give us kind of a brief
25 history of Citibank, very brief. And let's

1 start from when the bank was formed through
2 the Second World War.

3 A. The bank was formed in June of
4 1812 as a New York chartered bank. And in
5 1865 it became a national banking association
6 and was called National City, C-I-T-Y, Bank.
7 And in the early 1900s although there were
8 regulatory restrictions in the United States
9 that prevented the bank from expanding its
10 branches beyond a certain radius from its
11 headquarters in New York City, I believe a
12 hundred miles, it was able to expand on the
13 international front and began doing so in the
14 early 1900s. I think our first foreign branch
15 was in Argentina in 1914. And continued to
16 expand through the 1900s globally.

17 And that's pretty much...

18 Q. So let's -- I'll ask you to focus
19 in on post Second World War --

20 A. Um-hum.

21 Q. -- Citibank.

22 A. One of the key events in 1967 was
23 the formation of the bank holding company then
24 known as First National City, C-I-T-Y,
25 Corporation which allowed -- which then

1 Citibank NA. And through that bank holding
2 company further expansion of non-banking
3 activities was allowed to happen across the
4 United States.

5 Q. All right. Now, did there come a
6 time that Citibank started using ATMs?

7 A. Yes. That was probably in 19 --
8 in the mid '70s, maybe 1977, 78.

9 Q. And what if anything was
10 significant about that?

11 A. Well, it was very innovative, the
12 kind of ATM that was being used, in that it
13 allowed people to access their money 24 hours
14 a day, seven days a week. And I think it was
15 also innovative because, unlike some other
16 machines, you would dip the card, called the
17 CitiCard, into the machine and you were able
18 to immediately remove it. In other words, the
19 machine didn't eat the card.

20 And it became a very well-known
21 innovation of our bank. When there was a
22 major blizzard in New York in 1978 and people
23 were able to literally access their money,
24 even though the bank was closed because of
25 this blizzard, I think some of them even skied

1 up to the ATM machines. And so the bank
2 created a commercial to highlight this
3 innovative feature and that was when the
4 slogan "The Citi Never Sleeps" was born.

5 Q. And that was C-I-T-I.

6 A. C-I-T-I. Never sleeps.

7 Q. Now, was there the significant
8 merger in 1998?

9 A. Yes, there was.

10 Q. And what was that all about?

11 A. This was the business combination
12 between Travelers Group, Inc. and Citicorp.
13 And this business combination or merger formed
14 what is now today called Citigroup Inc.

15 Q. What is the history of the use of
16 C-I-T-I as opposed to C-I-T-Y as part of the
17 name or trademark of Citigroup?

18 A. Of Citigroup or Citibank?

19 Q. Well, obviously it was before
20 Citigroup.

21 A. Correct.

22 Q. It was before the formation. So I
23 mean the predecessors of Citigroup.

24 A. Sure. Well, the bank's name,
25 Citibank, was C-I-T-Y Bank, and then National

1 C-I-T-Y Bank, and then First National C-I-T-Y
2 Bank. And that was probably up and through
3 the -- through the mid 1970s when in 1976 the
4 official name of the bank was changed to
5 C-I-T-I-bank, one word, N period, A period.

6 So that's when the bank's name
7 became Citibank.

8 Probably that was because for a
9 very long time people had a nickname for the
10 bank which was Citibank.

11 In fact, the earliest use that we
12 found through litigation was in a cable
13 address which was C-I-T-I-B-A-N-K from 1897.

14 We also found evidence of people
15 referring to the bank as Citibank earlier in
16 the '30s and '50s, as I recall. And our first
17 trademark use of Citibank was in 1959 and we
18 obtained a federal trademark registration in
19 1960 for C-I-T-I-B-A-N-K.

20 (Opposer's Exhibit 186, document
21 dated July 1st, 1897 bearing cable
22 address that read Citibank, marked for
23 identification as of this date.)

24 BY MR. PLEVAN:

25 Q. Can we look at Exhibit 186. Can

1 you identify what Exhibit 186 is?

2 A. Yes. This is what I was referring
3 to earlier. This is a cable address that
4 reads Citibank, C-I-T-I-B-A-N-K, and the date
5 on this is July 1st, 1897.

6 Q. And how did you personally come
7 into possession of this document?

8 A. This was found in connection with
9 I believe a litigation that we brought years
10 ago and we found this document in connection
11 with looking for uses and earliest uses of
12 Citibank, C-I-T-I-B-A-N-K.

13 Q. Now, let me just focus your
14 attention on a couple of important marks. You
15 already talked about The Citi Never Sleeps,
16 C-I-T-I.

17 A. Yes.

18 Q. And has that mark continued in use
19 over the years since 1978, since that snow
20 storm?

21 A. Yes, it has.

22 Q. And you've already talked about
23 C-I-T -- well, you talked about Citibank and
24 tell us again about Citicorp. When did
25 Citicorp come into existence?

1 A. The bank holding company that
2 first came into existence in 1967 was First
3 National C-I-T-Y Corporation and the bank
4 holding company changed its name to
5 C-I-T-I-C-O-R-P, Citicorp, in 1974.

6 Q. And was the corporate name right
7 up until the merger with Citigroup in 1998?

8 A. Correct.

9 Q. Now, has Citigroup -- when I mean
10 Citigroup, I'm talking about the current
11 entity and its predecessors, has it -- in
12 connection with C-I-T-I marks, also used
13 designs -- design marks and other features,
14 non-word features?

15 A. Yes, it has.

16 Q. Describe those.

17 A. It's had a number of logos
18 associated with the bank's name over the
19 years. For example, the compass rose device
20 that was used in the '70s up until the merger
21 with Travelers Group in 1998 and thereafter we
22 adopted a red arc device that was used with
23 Citibank.

24 Also, at that time there was a red
25 umbrella device that was used with the parent

1 name Citigroup, the parent logo, Citigroup.
2 And also I think in the '80s we started to use
3 a gradient blue design that we referred to as
4 the blue wave, along with the Citibank and
5 compass rose logo.

6 Q. Now, throughout this 20- or
7 30-year period, were the word marks also used
8 by themselves?

9 A. Yes.

10 Q. And, finally, C-I-T-I, what is
11 C-I-T-I's role as a mark in this -- in
12 reference to the C-I-T-I marks you've been
13 referring to?

14 A. Well, it's been in use for a very
15 long time, since the 1970s. It's been used
16 alone as a word mark but I would say more
17 recently and probably since the merger in 1998
18 it's become more front and center and its
19 current role being more of a master brand I
20 would call it where mostly or nearly all
21 business units now use the Citi and arc logo
22 or the Citi name as a way of referencing the
23 overall brand of the company -- of the company
24 and their business.

25 (Opposer's Exhibit 567, Amended

1 Notice of Opposition, marked for
2 identification as of this date.)

3 BY MR. PLEVAN:

4 Q. Now, I'm going to ask you to take
5 a look at Citigroup's Amended Notice of
6 Opposition which is Notice of Reliance
7 Exhibit 567.

8 First of all, are you familiar
9 with this document?

10 A. Yes, I am.

11 Q. If you would turn to Exhibit A to
12 the document which is the Schedule of Citi
13 Trademarks cited that Citigroup is relying on.

14 A. Yes.

15 Q. And have you -- if you would look
16 at the marks from number 1 through 24.

17 (Document review.)

18 Q. Are these all valid and subsisting
19 federal registrations?

20 A. Yes. They are valid and
21 subsisting registrations that are currently
22 owned by Citigroup Inc.

23 Q. And they were valid and subsisting
24 and owned by Citigroup as of the date of the
25 amended opposition?

1 A. Correct.

2 Q. Now, if you would look at number
3 25 on the chart, what is the status of that
4 mark, Citi ThankYou?

5 A. According to the chart it's a
6 pending application for federal registration.

7 Q. All right. And then if you would
8 look at the -- numbers on Exhibit A to the
9 marks 26, 27 and 28 and 29, the chart
10 indicates that these have all been canceled.

11 A. Correct.

12 Q. And is that correct that they've
13 been canceled?

14 A. Yes.

15 Q. And were these marks marks that
16 were of significance to Citicorp or Citibank
17 at an earlier period of time?

18 A. Yes. They are especially -- and
19 the earlier marks, these are fairly early
20 marks, CitiCard being one of the earliest Citi
21 prefix marks that we used in connection with
22 check cashing services from 1975 or perhaps
23 earlier. Since that's the registration date
24 the first use would have been prior to that.

25 And CitiCard being a mark also

1 used in connection with the card that you used
2 to access the ATM services.

3 Citicorp Travelers Checks was a
4 name used since I believe 1980 in connection
5 with the nationwide business of travelers
6 checks. It was a business before that.
7 Probably I think the bank at that time issued
8 travelers checks, First National City Bank.

9 But in 1980 they renamed it
10 Citicorp and this was a mark used for many,
11 many years.

12 And It's Your Citi, I believe is
13 one of the -- one of the bank slogans that was
14 used in the '80s probably sometime after Citi
15 Never Sleeps or along with it in an
16 advertising campaign.

17 Q. Now, were Citicorp Travelers
18 Checks a very prominent aspect of the business
19 in the '80s and early '90s?

20 A. It was. It was. And I believe
21 that it was a very significant business and
22 perhaps at one period of time even only second
23 to American Express.

24 Q. Now, if you would turn now to
25 Exhibit B in this Amended Notice of

1 Opposition, do you recognize the information
2 on this page?

3 A. Yes.

4 Q. Now, starting with number 1 it
5 says -- there's a -- sort of a design logo
6 CitiMiles.

7 A. Um-hum.

8 Q. Is that a current registration?

9 A. I do not believe it is.

10 Q. And do you recall CitiMiles being
11 used and if so in what connection?

12 A. Yes. At one point, and I believe
13 in the early '90s this was a credit card where
14 card holders could earn miles, air travel
15 miles, for using the credit card and then you
16 could exchange those rewards for airline
17 tickets for participating airlines.

18 Q. Now, in the design logo, just to
19 put on the record, what is there in the
20 capital M in the word "miles"? What do you
21 see there?

22 A. There's an airplane design.

23 Q. Like the outline of an airplane?

24 A. Correct.

25 Q. Now, focusing on number 6, what

1 are those?

2 A. These are various phone numbers
3 that the business has used over the years that
4 include various of our trademarks including
5 C-I-T-I by itself and some other marks like
6 CitiGold, C-I-T-I Gold. Citi IRA. And these
7 were used to promote goods and services. And
8 I believe that some of these may have actually
9 even been federal registrations.

10 Q. Now, just -- I'll just -- the
11 CitiGold one you referred to is 1(888)
12 CitiGold; is that right?

13 A. Correct.

14 Q. Now, these are toll free numbers?

15 A. Yes.

16 Q. And do you also refer to them as
17 vanity numbers?

18 A. I've heard that term used, yes.

19 Q. But they're certainly toll free
20 numbers.

21 A. Yes.

22 Q. And, therefore, they're used for
23 what purpose?

24 A. It's a way of getting people to
25 remember more easily the phone number

1 associated with a certain product or service
2 making it easier for them to remember to call
3 and obtain whatever services are being
4 offered.

5 Q. Now, let me just read one more.
6 1(800) A-S-K-C-I-T-I. That's the second one
7 there. Do you see that?

8 A. Right.

9 Q. And are these type of vanity
10 numbers or toll free numbers that have C-I-T-I
11 in them, are they still in use today by
12 Citicorp or various aspects of Citicorp?

13 A. I believe that they are.

14 Q. I don't mean these specific ones
15 but in general the concept.

16 A. I believe that they are.

17 Q. Are you familiar with the concept
18 of a family of marks?

19 A. Yes.

20 Q. And is there a Citi family of
21 marks?

22 MR. SWYERS: Objection. I believe
23 that only an expert can actually
24 conclude ultimately that there exists a
25 family of marks. I think that's an

1 ultimate opinion. And she is not
2 qualified nor has she been designated as
3 an expert in this case. That being
4 said, I'll renew the objection. The
5 witness can answer.

6 MR. PLEVAN: Well, I certainly
7 stipulate to a continued objection to
8 Ms. Moses' testimony on the question of
9 whether there's a family of marks. I
10 understand your objection. I think I'm
11 simply -- well, I'll proceed. I'll lay
12 the factual basis and I understand it
13 may very well be for the Trademark Trial
14 and Appeal Board to determine whether
15 there is one. But I think she's
16 entitled to lay out the factual reasons
17 that we would contend that there is one.
18 And with that continuing objection let
19 me ask you...

20 BY MR. PLEVAN:

21 Q. ...in your view is there a family
22 of Citi marks?

23 A. Yes.

24 Q. And in your view -- describe the
25 family. What makes it a family?

1 A. For many years we have -- we,
2 being Citibank or its successor companies,
3 have used many trademarks that include the
4 mark C-I-T-I either standing alone or as a
5 prefix or as the first word in a multi-word
6 mark to designate a variety of services that
7 the company provides. And we frequently use
8 these marks, these C-I-T-I marks, together
9 when advertising or promoting the services.

10 Q. Now, you've already referred to
11 several marks in your testimony. The Citi
12 Never Sleeps, correct?

13 A. Correct.

14 Q. It's Your Citi? You've referred
15 to that.

16 A. Yes.

17 Q. And you've referred to CitiCard?

18 A. Right.

19 Q. Citibank.

20 A. Correct.

21 Q. Citicorp.

22 A. Yes.

23 Q. And are those marks that you
24 consider part of a C-I-T-I family?

25 A. Yes.

1 Q. With the understanding that some
2 of them are not in use today, like CitiCard.

3 A. Yes. Sometimes a new -- a mark
4 might be discontinued and then there might be
5 a new mark that comes on -- comes into play
6 such as when the merger in 1998 happened,
7 Citigroup became at that time let's say the
8 newest member of the family of Citi marks.

9 Q. By the way, what does one call
10 that plastic that used to be called CitiCard
11 when one goes to an ATM today to withdraw --
12 to do a banking transaction?

13 A. Well, today that card -- I'm
14 sorry. I'm not understanding --

15 Q. In other words, if you don't call
16 it the CitiCard anymore -- I might still call
17 it a CitiCard because I'm old enough, but what
18 would somebody refer to as --

19 A. Somebody might call it a Citi ATM
20 card or a Citi debit card.

21 Q. But that plastic card still exists
22 today under a different name.

23 A. Yes.

24 (Opposer's Exhibit 36, Global
25 Transaction Services Web site, marked

1 for identification as of this date.)

2 (Opposer's Exhibit 37, Global
3 Transaction Services brochure, marked
4 for identification as of this date.)

5 BY MR. PLEVAN:

6 Q. If we can have Exhibits 36 and 37.

7 Ms. Moses, if you would look at
8 Opposer Exhibit 36 first, would you identify
9 what this is.

10 A. This is a Web site from one of our
11 businesses called Global Transaction Services
12 and this is the home page of that Web site
13 probably from 2008 as noted from a copyright
14 notice on the Web site. And this is
15 information showing the various products and
16 services that are offered by this business.

17 Q. Now, you said this is the home
18 page. But this is actually a document with a
19 number of pages, correct?

20 A. Correct.

21 Q. So if you turn through this, can
22 you confirm that all these pages come from a
23 Web site that would start with the home page
24 that you referred to?

25 A. Actually, this may not -- I'm not

1 sure this is the actual home page or this is
2 the page that you would link to off of the
3 home page that talks about cash management
4 services. And there's a number of pages that
5 talk about all the various services that are
6 provided by this business including cash
7 management -- excuse me -- including the
8 Commercial Cards business and various services
9 that are offered in connection with commercial
10 cards.

11 Q. All right. Just if we could
12 briefly -- I know we're going to come back to
13 this later but briefly what are commercial --
14 what is the Commercial Cards business?

15 A. Commercial Cards business, it's a
16 credit card that is offered to employees of
17 major corporations and to government --
18 employees of government agencies. Or other
19 institutions. It's not a consumer credit
20 card.

21 Q. Now, when you say offered to the
22 employees, is this a situation where the
23 corporate entity or the government
24 organization first contracts with Citigroup.

25 A. Correct.

1 Q. And then their employees get the
2 cards.

3 A. And then their employees use the
4 cards, correct.

5 Q. Okay. Just looking again at
6 Opposer Exhibit 36, could you identify what on
7 this first page, for example, illustrates the
8 use of C-I-T-I marks in a family.

9 A. Okay. First we have the Citi and
10 arc design logo that appears in the upper left
11 corner of the Web site. We also have a
12 reference to the home page of Citigroup as in
13 Citigroup.com in the footer of the Web site,
14 lower left. We have at least -- at least four
15 uses or more of the Citibank trademark as in
16 Citibank Commercial Cards, Citibank Customer
17 Reporting System, Citibank Electronic
18 Reporting System, Citibank On-Line Statements,
19 Citibank Global Card Management System. We
20 also have a service called CitiManager which
21 is noted here. And we also have a reference
22 to just C-I-T-I, per se, in the text.

23 Q. You may have mentioned this.
24 There's also a copyright notice of Citigroup?

25 A. I did not mention it but, yes, you

1 are correct.

2 Q. Well, you mentioned earlier there
3 was a copyright notice.

4 A. Yes. Correct.

5 Q. All right. Could you look at next
6 Exhibit 37 and I'll ask you if you could
7 identify that. Identify that exhibit.

8 A. This appears to be a brochure that
9 is from the Global Transaction Service
10 business talking about the CitiManager program
11 and portal, Web site portal.

12 Q. What is CitiManager?

13 A. CitiManager is a -- I believe it's
14 a Web site portal where card holders can go
15 and access information about their cards,
16 possibly make payments on their cards, and it
17 probably may also be a tool that I think the
18 employer might use to glean certain
19 information.

20 Q. Based on the first page of this
21 document, CitiManager is related to the
22 Commercial Card business; is that right?

23 A. Correct.

24 Q. Now, looking at Opposer
25 Exhibit 37, the first page, what can you

1 comment about use of C-I-T-I marks as a
2 family?

3 A. Well, a number of C-I-T-I marks
4 are used in the same visual impression on the
5 first page of this brochure, including
6 CitiManager, Citi, Citi and arc design logo.

7 Q. Now, on the card, itself, what is
8 it -- what do you have on the card itself?
9 There's a picture of the card, correct?

10 A. I'm not seeing it.

11 Q. I'm looking right -- I assume that
12 right in the middle of the exhibit -- I could
13 be wrong --

14 A. I don't believe that's a picture
15 of a card.

16 Q. Oh, okay. But it also refers to
17 Citibank Commercial Cards there?

18 A. Citibank Commercial Cards. What I
19 believe this is is a -- what the portal Web
20 site looks like because you would under in
21 your name and password to enter the portal so
22 that's what this is a picture of and the
23 Citibank Commercial Cards is identifying this
24 business and...

25 (Opposer's Exhibit 39, series of

1 advertising materials, marked for
2 identification.)

3 BY MR. PLEVAN:

4 Q. I see. Thank you. My mistake.
5 All right. Let's look at Exhibit
6 39.

7 Ms. Moses, Opposer Exhibit 39, is
8 I represent to you not one exhibit -- not one
9 document, but a series of documents that we
10 have marked together. If you would first look
11 at what appears to be Opposer 1882 through
12 1889, could you identify what that is.

13 A. This is -- this is a brochure that
14 talks about the CitiGold service that is
15 offered -- that was offered -- that is still
16 being offered. But this brochure looks like
17 it's at least as old as 1999 because it looks
18 like it was submitted as a specimen of use for
19 one of the marks that appears in this
20 brochure.

21 Q. All right. Submitted to the US
22 Patent --

23 A. US Patent & Trademark Office.

24 Q. And you can tell that from
25 something on the first page.

1 A. On the first page it shows a stamp
2 from the US Patent & Trademark Office dated
3 12/20/1999.

4 Q. Now, there's -- well, looking at
5 this first page, what are the marks that are
6 apparent, C-I-T-I marks?

7 A. First we have Citicorp and the
8 compass rose device. CitiGold. We also have
9 Citibank and the compass rose device. We have
10 CitiCard. And The Citi Never Sleeps.

11 Q. All right. If you could then next
12 turn to page 1993 in this exhibit, Exhibit 39.

13 A. Right.

14 Q. What is this?

15 A. This looks like a story board for
16 a The Citi Never Sleeps television commercial
17 which shows frames, visual frames from the
18 actual commercial and the script.

19 Q. And what marks do you see, C-I-T-I
20 marks do you see in that actual commercial?

21 A. We have CitiCard. We have
22 Citibank. We have The Citi Never Sleeps. And
23 CitiCard Banking Center.

24 Q. If you turn to the next page,
25 1994, is this another similar photo board of a

1 Citi Never Sleeps TV commercial?

2 A. Correct.

3 Q. Turn to the next page, 5561. Can
4 you identify what this is?

5 A. This is a radio ad script dated
6 January 13th, 1978 promoting the CitiCard
7 Banking Center.

8 Q. And the next page, 5562.

9 A. This is another radio script dated
10 January 13th, 1978 promoting the CitiCard
11 Banking Center.

12 Q. And the next page.

13 A. This is also a radio script
14 promoting Citi Card Banking Center dated
15 January 13, 1978.

16 Q. And the next page, 4924.

17 A. This is a copy of an ad, a
18 Citicorp ad that appeared in the Wall Street
19 Journal on January 30th, 1979.

20 Q. And what C-I-T-I marks are in
21 here?

22 A. We have the mark Citicorp, the
23 mark Citicorp and compass advice, the mark
24 Citi, per se. I think that's it.

25 Q. All right. If you go to page 4940

1 at the bottom, production number 4940. Yes?

2 A. Yes.

3 Q. Could you identify what this is?

4 A. This is an ad for a home equity
5 loan. A Citibank home equity loan. That's
6 what this is.

7 Q. And do you know approximately when
8 this ad ran?

9 A. There's a copyright notice at the
10 bottom that reads 1994.

11 Q. And it says Citibank FSB. What
12 was that? I know you mentioned that earlier.

13 A. I'm not sure I mentioned that
14 earlier but Citibank FSB was -- FSB stands for
15 federal savings bank. And historically
16 Citicorp had purchased some savings and loan
17 institutions in a number of states and they
18 were called Citicorp Savings & Loan. This is
19 during the expansion period. And so at a
20 certain point in time when regulations
21 permitted and we could I guess change those
22 savings and loan institutions into what are --
23 what was then called Citibank Federal Savings
24 Bank giving the Citibank mark a broader reach
25 through these other banks in other states.

1 Q. And looking then at this page,
2 what are the uses of C-I-T-I marks that you
3 see?

4 A. Citibank is used. Citibank and
5 compass rose device. The Citi Never Sleeps.
6 And I -- we have some 800 numbers that were
7 used with C-I-T-I.

8 Q. 1(800) 336-CITI?

9 A. Correct.

10 Q. All right. Can you identify 4944?

11 A. This appears to be a mortgage ad.

12 Q. You did you say a mortgage ad?

13 A. Yes.

14 Q. What was the mortgage business?
15 This is dated 1994. How did Citicorp reach
16 customers for mortgage business in those days?

17 A. It's been an interesting history
18 of how the mortgage business has been --

19 Q. Briefly.

20 A. And I'm not completely certain but
21 there were probably a number of ways. One was
22 through Citibank branches. And also there was
23 another business called Citicorp Mortgage,
24 Inc. that also offered mortgages and serviced
25 mortgages.

1 Q. Go to page 444 -- whoops -- 4945.

2 Can you identify what that is?

3 A. This appears to be an ad for the
4 CitiGold service. Citibank FSB appears in
5 this ad.

6 Q. Also has a phone number
7 1-800-CITIGOLD?

8 A. Correct.

9 Q. Now, this -- a number of these
10 have a production number, C-I-T-I.

11 Do you see that?

12 A. Yes.

13 Q. Above the production number in
14 this opposition. Does that indicate to you
15 this was a document that was used in some
16 other legal proceeding?

17 A. Yes.

18 Q. We have two more on this if you
19 would turn to 4959. Would you identify what
20 this is.

21 A. This appears to be an ad for
22 Citibank ATMs.

23 Q. And the last page, 5574, what is
24 this?

25 A. This is another ad that included

1 not only Citibank but Citicorp. There was a
2 tag line The Citi At Your Front Door that was
3 used at that time. They're also showing a
4 picture of the Citicorp Center which was an
5 iconic building, very well known, and -- at
6 that time.

7 Q. Could you make out the date? I'm
8 not sure I can. There's a copyright notice
9 but maybe you can give us an approximate
10 period given the slogan uses.

11 A. I can't read that but the dual
12 logo Citibank compass rose Citicorp was
13 something that was used in the '80s certainly
14 when I came into the trademark group. And the
15 use of the iconic Citicorp Center building was
16 a theme that I remember seeing in ads from
17 that time period.

18 Q. It was certainly before 1998 when
19 the entity became Citigroup.

20 A. It was well before then because
21 the dual logo was not used for an extensive
22 period of time.

23 Q. Ms. Moses, is the C-I-T-I mark
24 famous?

25 MR. SWYERS: Objection. Calls for

1 an ultimate conclusion. She's not been
2 proffered as an expert in this matter.

3 MR. PLEVAN: Agree to a continuing
4 objection.

5 MO MR. SWYERS: Right. And also
6 before we go on, I'll just move to
7 strike anything in connection with the
8 family of marks that would have been
9 considered expert testimony. Continuing
10 objection. Please go on.

11 BY MR. PLEVAN:

12 Q. Do you consider the Citi family of
13 marks famous?

14 A. Yes, I do.

15 Q. And what do you mean by fame?

16 A. I think when I think of fame I
17 think of the Federal Trademark Dilution Act
18 which talks about a mark that's famous if it's
19 widely recognized by the general consuming
20 public in the United States as a designation
21 of source for the goods and services offered
22 by the trademark owner.

23 Q. Are you of the view that the Citi
24 family of marks has been famous since at least
25 the 1990s?

1 A. Yes.

2 Q. Now, looking at factual matters,
3 what are the sort of key factors that one
4 would look at that would show the fame,
5 notoriety, whatever, distinctiveness, of the
6 Citi family or the Citi, C-I-T-I, mark?

7 A. I'm sorry. You want me to --

8 Q. Yeah. If you could just point to
9 the key factors that you would point to,
10 factual matters, that you would point to that
11 would support your view about fame of the
12 Citi, C-I-T-I, mark.

13 A. It's a mark that's been used for
14 decades or longer. And it's been widely
15 advertised. Millions of dollars of services
16 over the years have been provided under the
17 Citi marks. The mark, itself, is a strong --
18 I would say a strong mark. It's not a
19 dictionary term. It's suggestive. And as
20 I've said, we've spent millions of advertising
21 dollars over the many years.

22 So if it wasn't -- if it wasn't
23 already inherently distinctive, it's certainly
24 had acquired distinction not only in the
25 United States but throughout the world.

1 Q. What was the role of credit cards
2 in terms of the Citi or Citibank mark being
3 well known?

4 A. The credit card business in the
5 United States was a way that certainly gave a
6 lot of notoriety and well-known -- made the
7 Citibank mark well known. It started in the
8 1980s we had a tremendous credit card business
9 nationwide. It was a way of expanding the
10 mark Citibank and the brand outside of the
11 areas in which there were actually bank
12 branches.

13 Q. What other services were
14 nationwide? You earlier mentioned travelers
15 checks.

16 A. Right. Travelers check was a
17 nationwide business. And the mortgage --
18 Citicorp Mortgage also offered mortgages
19 throughout the United States and there were
20 probably some predecessor companies as well.

21 Q. And are you familiar with consumer
22 research that indicates the mark is very
23 strong?

24 A. Yes.

25 Q. Now, on a number of these topics

1 there are other witnesses who specifically
2 address them. You understand that.

3 A. Yes.

4 Q. Are you familiar with briefly just
5 sponsorships?

6 A. Yes.

7 Q. Name some of the sponsorships.

8 A. Well, over the last -- certainly
9 over the last decade we've engaged in a number
10 of higher profile sponsorships including venue
11 naming such as CitiField which is the stadium
12 of the New York Mets.

13 Q. C-I-T-I.

14 A. C-I-T-I Field.

15 We've also had a number of
16 sponsorships from other sporting activities
17 such as more recently Citi Open which is the
18 World Tennis Association. Some of those
19 matches. We call that C-I-T-I, space, Open.

20 We have named Citi Performing Arts
21 Center up in Boston.

22 Here in New York City there's the
23 Citi Pond, C-I-T-I P-O-N-D, at Bryant Park.
24 And in 2012 we were the sponsor -- a sponsor
25 for the US Olympic team and Paralympic team.

1 (Opposer's Exhibit 182, First
2 National Bank/Citibank ad materials,
3 marked for identification as of this
4 date.)

5 BY MR. PLEVAN

6 Q. Let me show you Opposer
7 Exhibit 182. Could you identify what this is.

8 A. This is an ad talking about the
9 name change of First National City Bank to
10 Citibank which I stated earlier was in 1976.

11 Q. Now, have courts and agencies held
12 or declared that C-I-T-I marks are famous?

13 A. Yes.

14 Q. Just briefly identify those if --
15 to your recollection, as we sit here now.

16 A. The CIT Group case which was a
17 case brought during the year of the Travelers
18 Group merger regarding the mark Citigroup. I
19 believe Judge Debevoise made a statement to
20 that effect that Citigroup was one more member
21 of the Citi family of marks, that it was a
22 well-known family of marks. The City Holding,
23 C-I-T-Y, Holding case, Judge Sweet talked
24 about --

25 MR. SWYERS: I'm going to object

1 on the grounds of hearsay. If there's a
2 public record on that, and she's not
3 going to go testify --

4 MR. PLEVAN: These are all
5 reported decisions. I'm just making
6 sure we get the references.

7 MR. SWYERS: That's fine. To the
8 extent we start off the answer with
9 "Judge Such and Such said..." since I
10 wasn't present I didn't have the
11 opportunity to cross-examine. It is
12 hearsay and it goes out.

13 BY MR. PLEVAN

14 Q. Well, let me just -- you recall
15 the CIT Group case. You mentioned that
16 already, Judge Debevoise.

17 A. Yes.

18 Q. And then there was a decision by
19 Judge Sweet, a reported decision.

20 A. Yes.

21 Q. And then there was a reported
22 decision in the Northern District of
23 California in 1980?

24 A. Yes.

25 Q. And what -- just what was the

1 marks involved there?

2 A. The mark involved there was the
3 adoption of the mark "C-I-T-Y Bank," two
4 words, in San Francisco by a bank.

5 Q. And then there is the TTAB
6 decision in Citigroup, Inc. versus Capital
7 City Bank.

8 A. Correct.

9 Q. That found that the marks were
10 famous, correct?

11 A. Correct.

12 Q. Now, what about publicity for the
13 business?

14 A. Well, Citigroup, Citibank, it's
15 almost always in the paper almost on a daily
16 basis for good or bad. Certainly in recent
17 times maybe more bad.

18 Q. You're talking about the financial
19 crisis.

20 A. The financial crisis, exactly.

21 Q. Well, going back in the history of
22 the bank, do you remember Walter Wriston?

23 A. Yes.

24 Q. And who was he and why was he in
25 the news?

1 A. He was CEO of Citibank until 19 --
2 I believe he was CEO for a certain period of
3 time until 1984 when John Reed took over. He
4 was very innovative during -- it was during I
5 believe Walter Wriston's time when the bank
6 holding company, First National City
7 Corporation, came into being and there were
8 many other innovations during that time under
9 his reign. Such as the ATM innovations and --

10 Q. Was he was considered sort of a
11 leader in the banking community?

12 A. Yes. Many articles have been
13 written about Mr. Wriston.

14 Q. And have successors to Mr. Wriston
15 as CEO of the banking business also been
16 fairly well known?

17 A. Yes. As I mentioned, John Reed
18 who came in was a very young CEO in 1984 who
19 greatly affected the consumer business of
20 Citibank since that was I believe where he --
21 that was one of his -- the marks that he made
22 was on the expanding consumer business and
23 certainly he and Mr. Sandy Weill, they were
24 co-running the business, co-CEOs in 1998 for a
25 while.

1 Q. Did the 1998 merger receive
2 considerable publicity?

3 A. Yes, it did. Much publicity that
4 basically was quickly heard around the world.
5 It was the merger heard 'round the world as
6 the Wall Street Journal article describing
7 that I think the day after the merger talked
8 about it in those terms.

9 Q. You referred earlier to the Citi
10 Never Sleeps incident with the snow storm in
11 1978.

12 A. Um-hum.

13 Q. Did that receive a lot of
14 publicity?

15 A. Yes, it did, because this was very
16 innovative at the time for people to access
17 their money at a machine 24/7 even when the
18 bank was closed.

19 Q. Now, does Citibank -- excuse me.
20 Does Citigroup issue press
21 releases?

22 A. Yes. All the time.

23 Q. And what if anything is your
24 familiarity with those press releases?

25 A. I'm familiar with them because

1 they have been things that we would have
2 reviewed from time to time from a trademark
3 point of view when, for example, a certain
4 product or service was being discussed and we
5 would review them and they've certainly been
6 on our Web sites. So you can easily access
7 them certainly on the Citigroup.com Web site.
8 You could access press releases I believe of
9 all the businesses.

10 Q. Have you or another lawyer in your
11 trademark group at Citigroup had this
12 responsibility for reviewing press releases
13 going back ten or 15 years or more?

14 A. Well, there are at least four of
15 us that have been there more than a decade so
16 we've always from time to time reviewed press
17 releases as part of our responsibilities when
18 it's certainly affected a product that we were
19 familiar with or working on.

20 Q. And has Citigroup or its
21 predecessor been the subject of any parodies
22 on television?

23 A. Yes. A number of times there have
24 been parodies on Saturday Night Live, for
25 example, that I can recall. One was poking

1 fun at -- they referred to a bank called the
2 First CitiWide, C-I-T-I-W-I-D-E, First
3 CitiWide Change Bank I believe. And the
4 slogan was We Make Change and it literally
5 talked about making change. Like, you give me
6 a \$5 bill, I'll give you, you know, three ones
7 and four quarters and ten dimes. Things like
8 that.

9 Another famous parody that they
10 did was we had some innovative I think -- and
11 it was probably in the '80s, early '90s, the
12 credit card business introduced fraud early
13 warning detection. So that if there was
14 unusual activity on your credit card,
15 suspicious activity, you would receive a call
16 from the credit card business asking you if
17 that was, in fact, purchases that you made.
18 And the commercials that we ran at that time
19 were very sort of distinctive and Saturday
20 Night Live picked up on that and made fun of
21 that asking -- I think torturing some poor
22 card holder who had purchased maybe socks or
23 something like that.

24 Q. And were there others as well if
25 you recall without getting into the --

1 A. I do believe there were some other
2 times where they poked fun at us, yes.

3 Q. Let's do one more topic and then
4 we'll take a break.

5 Does Citigroup and its -- well,
6 has Citigroup publicized its services through
7 the use of Web sites?

8 A. Yes.

9 Q. And what if any was your role in
10 the early days of Web site usage?

11 A. In 1997, which was around I think
12 the time when we were starting to roll out our
13 Web sites I attended the first Internet
14 conference that Citicorp had in California.
15 And it was my responsibility and only my
16 responsibility at that point in time to review
17 the content of the Web sites which were on a
18 global basis to make sure they complied with
19 the trademark -- with the trademarks that the
20 company owned. And that they were properly
21 presented and referred to.

22 Q. Has Citibank -- I'm sorry --
23 Citigroup used guidelines in terms of
24 trademark usage over the years?

25 A. Branding guidelines?

1 Q. Yes.

2 A. Yes.

3 Q. And so are you familiar with in
4 general the use of Web sites by Citigroup?

5 A. Yes.

6 Q. And is it fair to say there are a
7 number of them?

8 A. Yes.

9 Q. Quite a few?

10 A. On a global basis, quite a few,
11 yes.

12 MR. PLEVAN: Okay. Shall we take
13 a break?

14 (Recess taken.)

15 BY MR. PLEVAN:

16 Q. Okay. Back on the record.

17 Ms. Moses, if you would take out
18 Opposer Exhibit 36 again.

19 A. (Witness complies.)

20 Q. On the first page of Opposer
21 Exhibit 36, on the right-hand side you
22 referred earlier to a series of trademarks,
23 the first one is CitiDirect® Card Management
24 System.

25 Do you see that?

1 A. Yes.

2 Q. And then the second one is
3 Citibank Custom Reporting System -- I'm sorry.
4 I should say Citibank® Custom Reporting
5 System.

6 Do you see that?

7 A. Yes.

8 Q. Now, what does the ® refer to
9 there?

10 A. That means that CitiDirect or
11 Citibank are registered -- federally
12 registered service marks.

13 Q. Now, is the full phrase "Citibank
14 Customer Reporting System" registered?

15 A. No.

16 Q. Now, how do you decide -- make the
17 decision as to what C-I-T-I marks you will
18 register and which ones you will not register?

19 A. The Global Branding Group for many
20 years now has issued naming guidelines for
21 products and services. And the idea there is
22 to promote certain marks and to use marks that
23 are already registered along with descriptive
24 terms that follow it so that we can highlight
25 the marks that are already registered and not

1 spend additional costs registering additional
2 marks and to also make it very clear to the
3 consuming public what services are being
4 offered in connection with these major brand
5 names like Citibank or CitiDirect.

6 Q. What is CitiDirect, by the way?

7 A. I believe that it's used for a
8 number of different services on the corporate
9 or institutional side of the business. Here
10 it seems to be a tool to manage some aspect of
11 the commercial card business.

12 Q. At any one time how many --
13 approximately how many C-I-T-I marks is
14 Citigroup or some aspect of Citigroup using?

15 A. Probably -- in the United States,
16 dozens.

17 Q. Yes, in the United States.

18 A. Probably dozens.

19 Q. Like 30, 40, for example?

20 A. Probably at least, yeah.

21 Q. And these tend to come and go;
22 some fall out of use and others come in?

23 A. Yes, correct.

24 (Opposer's Exhibit 101, document
25 labeled Citibank Corporate Image

1 Tracking Research 9/1990, marked for
2 identification.)

3 BY MR. PLEVAN:

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6

7 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)

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(CONFIDENTIAL PORTIONS)

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1 Q. Is the Citigroup -- I'm sorry.
2 Is the C-I-T-I mark and the
3 C-I-T-I marks that are part of the family of
4 Citi marks, are they distinctive?

5 MR. SWYERS: Objection. Again,
6 continuing objection as to expert
7 testimony. I think that's a matter for
8 the court to determine but subject to
9 the objection, please continue.

10 MR. PLEVAN: Thank you.

11 A. Yes. I would say they are -- Citi
12 is distinctive and family marks are
13 distinctive.

14 Q. And why do you say that?

15 A. Because C-I-T-I, once again not a
16 dictionary word. It's a suggestive term. And
17 most frequently the terms that follow the Citi
18 mark are descriptive so that the Citi portion
19 is the dominant portion of the mark. And
20 through the extensive advertising and use of
21 these marks over the years, I would say
22 they've acquired distinction.

23 Q. All right. Now, you've testified
24 already about the Citi Commercial Cards. Do
25 you recall you made some references to it in

1 connection with Exhibits 36 and 37 among other
2 things?

3 A. Yes.

4 Q. Tell us again what the Citi
5 Commercial Card business is.

6 A. It's a credit card business that
7 is -- it's not a consumer credit card but
8 these are credit cards that are offered to
9 major corporations, institutions, and
10 government agencies for use by those
11 companies' or government agencies' employees
12 to use in connection with travel and
13 entertainment purposes or purchasing.

14 Q. Now, are these cards branded with
15 C-I-T-I marks?

16 A. The Citi and arc logo appears on
17 these cards.

18 Q. And is the material that's sent to
19 the actual card holders, is that C-I-T-I
20 branded?

21 A. Yes, the is.

22 Q. What sort of materials do the card
23 holders get?

24 A. They receive information about the
25 benefits of the card and how to probably

1 access the portal, how to use the portal to
2 obtain information or pay bills. Things like
3 that.

4 Q. And they receive periodic bills I
5 assume as well.

6 A. And card statements.

7 Q. Card statements.

8 A. Yes.

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11 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)

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1 Q. And could you identify some of the
2 government agencies that are part of this
3 program.

4 A. The -- I think it was highly
5 publicized that the Department of Defense uses
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9 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)
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(CONFIDENTIAL PORTIONS)

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PAGE)

1 Q. So that portion doesn't have to be
2 confidential, okay.

3 A. Correct.

4 Q. And are there other government --
5 without naming them, are there other major
6 government agencies as well?

7 A. Yes, there are.

8 Q. And has this business, the
9 government cards and the corporate cards, does
10 it go back at least eight to ten years?

11 A. I would say at least 15 years.

12 Q. Could I have Exhibits 32 and 33.

13 Let's start with 32 and 33. We
14 might as well do 35 as well.

15 (Opposer's Exhibit 32, Commercial
16 Card brochure, marked for identification
17 as of this date.)

18 (Opposer's Exhibit 33, card holder
19 guide, marked for identification as of
20 this date.)

21 (Opposer's Exhibit 35, Global
22 Transaction Services Web site from
23 Commercial Cards business, marked for
24 identification as of this date.)

25 BY MR. PLEVAN:

1 Q. Ms. Moses, if you could look at
2 Exhibit 32. I'll ask if you could identify
3 what this is.

4 (Document review.)

5 A. This is a brochure from 2007 at
6 least describing the Commercial Card business
7 and various products that are available to
8 governments and corporations through this
9 business.

10 Q. And if you would look at
11 Exhibit 33, could you identify what that is?

12 A. This is a card holder guide
13 that -- and this is dated 2002 -- that a
14 customer, a card holder would receive when
15 they obtained -- or were issued a Citi
16 Commercial Card or at this time Citibank
17 Commercial Card and this describes the
18 program, the use of the card, some of the
19 tools, the account statements, and the card
20 holder account agreement, itself, on the back.

21 Q. Now, you said -- would this go to
22 actual -- each individual that receives the
23 card?

24 A. I believe so.

25 Q. And look just at the first page.

1 You can see evidence of the Citi, C-I-T-I,
2 branding on this page of the brochure.

3 A. Yes.

4 Q. I'd like you to look at Exhibit 35
5 and tell us what that is.

6 A. This is a printout of a Global
7 Transaction Services Web site from the
8 Commercial Cards business. Some of the
9 sections talking about Commercial Cards.

10 Q. Ms. Moses, does Citigroup engage
11 in trademark policing activities?

12 A. Yes, it does.

13 Q. And generally -- well, have you
14 personally been involved in Citigroup policing
15 over the last 25 to 28 years?

16 A. Yes, I have.

17 Q. And what is policing?

18 A. The trademark owner is required to
19 police its trademarks to make sure that third
20 parties aren't using confusingly similar
21 trademarks and to make sure that -- to make
22 sure that no encroachment is made on our
23 brands by third parties.

24 Q. What do you do to police, in
25 general, trademarks?

1 A. Well, over the years until the
2 last several years I personally would review
3 the Official Gazette every week. Now, we use
4 an outside law firm to review the Official
5 Gazette based on the trademarks that we
6 identified that they are looking out for. We
7 also use and have for many years used two
8 international watch services that will
9 identify trademark applications and
10 registrations on a global basis that might be
11 of concern to us. We also frequently receive
12 e-mails or other types of contacts from
13 employees who identify potentially infringing
14 uses of Citi marks by third parties. And
15 sometimes we also are contacted by members of
16 the general public who bring things to our
17 attention and also law firms sometimes bring
18 marks to our attention that might be of
19 concern.

20 Q. Has -- in addition to the
21 proceeding we're in now, over the years, has
22 Citigroup or its predecessors instituted
23 Trademark Trial and Appeal Board oppositions
24 or cancelations?

25 A. Yes, we have.

1 Q. As part of policing?

2 A. Yes.

3 Q. Could you give us some examples.

4 Well, actually, I think we have a
5 series of exhibits. If we could have Exhibits
6 171 through 173.

7 (Opposer's Exhibit 171,
8 Opposition, marked for identification as
9 of this date.)

10 (Opposer's Exhibit 173,
11 Opposition, marked for identification as
12 of this date.)

13 BY MR. PLEVAN:

14 Q. Ms. Moses, if you could look at
15 Exhibit 171 and identify what that is.

16 A. This is an Opposition filed in
17 2011 against the mark Citi, C-I-T-I, space,
18 Kids.

19 Q. And what happened in response to
20 this filing?

21 A. I believe that the applicant
22 defaulted.

23 Q. And if you would look at
24 Exhibit 173, can you identify what that
25 document is?

1 A. This is an Opposition filed in
2 2008 against the application Citisource,
3 C-I-T-I-S-O-U-R-C-E, Metro, two words.

4 Q. And what happened in response to
5 that filing?

6 A. I also believe the applicant
7 defaulted in this instance.

8 Q. Now, both of these were efforts to
9 police a C-I-T-I mark; is that correct?

10 A. That is correct.

11 (Opposer's Exhibit 176,
12 Opposition, marked for identification as
13 of this date.)

14 (Opposer's Exhibit 180,
15 Opposition, marked for identification as
16 of this date.)

17 BY MR. PLEVAN:

18 Q. All right. Let's look at
19 Exhibit 176 and 180. I'd ask you to look
20 first at Exhibit 176 and can you identify that
21 document.

22 A. This is an Opposition filed in
23 2006 against the mark CitiStay,
24 C-I-T-I-S-T-A-Y.

25 Q. That's another C-I-T-I policing?

1 A. Correct.

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7 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)

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1 BY MR. PLEVAN:

2 Q. And if you would look at
3 Exhibit 180, what is Exhibit 180?

4 A. This is a 2001 Opposition filed
5 against the mark C-I-T-I 411.

6 Q. Dot com.

7 A. The mark is listed as C-I-T-I 411.
8 It looks like the applicant may have been
9 Citi411.com Corp.

10 Q. I see. Thank you. And do you
11 recall what happened here?

12 A. I also -- I believe the applicant
13 defaulted here as well.

14 Q. Now, these are examples; is that
15 correct? There are oppositions that Citigroup
16 has filed over the years.

17 A. Yes.

18 Q. And has Citigroup filed trademark
19 infringement lawsuits as part of policing?

20 A. Yes, it has.

21 Q. Now, you've already mentioned
22 several reported decisions. One as early as
23 1980, do you recall, in San Francisco?

24 A. Yes.

25 Q. And that was against -- what

1 was --

2 A. C-I-T-Y Bank of San -- City Bank
3 of San Francisco.

4 (Opposer's Exhibit 168, Complaint,
5 marked for identification as of this
6 date.)

7 (Opposer's Exhibit 170, Complaint,
8 marked for identification as of this
9 date.)

10 BY MR. PLEVAN:

11 Q. I would ask you to look at
12 Exhibits 168 and 170.

13 First of all, what is Exhibit 168,
14 Opposer's Exhibit 168?

15 A. This is a Complaint that Citicorp
16 filed in the Southern District in New York.

17 Q. And do you recall what the mark
18 was? Or does the document itself list the
19 marks that were being challenged?

20 (Document review.)

21 Q. If you look at page 14 there's a
22 reference in paragraph 42 Fortuny registered
23 the domain name wwwcitibank.com.

24 Do you see that that?

25 A. Yes, I do. That was one of the

1 domain names in question.

2 Q. Was this what we might refer to as
3 the early days of issues involving domain
4 names? This lawsuit was in 1999.

5 A. Yes.

6 Q. And do you remember what Mr.
7 Fortuny was attempting to do?

8 A. He was -- he deliberately was
9 trying to take advantage of customers who were
10 looking for the citibank.com Web site who
11 typed in by accident www without a dot after
12 the www and so people would be redirected to
13 one of the porn Web sites and not to the
14 Citibank.com Web site.

15 Q. This was so-called typo squatting?

16 A. Yes.

17 Q. And did Citibank prevail in this
18 lawsuit?

19 A. Yes, it did.

20 Q. And if you look at Exhibit 170,
21 can you identify what this is?

22 A. This is a Complaint filed by
23 Citigroup Inc. in the Southern District of
24 Florida, Fort Lauderdale Division, against an
25 individual that was doing business as Citi

1 Atlantic, spelled C-I-T-I Atlantic Mortgage.

2 Q. And did Citigroup prevail in
3 stopping that usage based on filing this
4 lawsuit?

5 A. Yes, it did.

6 Q. Do you recall a lawsuit Citicorp
7 versus Parvin?

8 A. Yes.

9 Q. And what was at issue in that
10 matter?

11 A. The defendant, Joseph Parvin, was
12 operating a Web site, cititravel.com for
13 travel booking and we filed a lawsuit against
14 him and he defaulted.

15 Q. You referred to a number of
16 defaults in the policing activities. Do you
17 have an explanation as to why there was a
18 number of defaults?

19 A. Well, I suspect because of the
20 widespread use of our C-I-T-I marks in
21 connection with financial and related
22 services, I assume that people defaulted
23 because --

24 MR. SWYERS: I'll object on
25 "suspect" and "assume."

(CONFIDENTIAL PORTIONS)

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1 Q. Now, what if any connection is
2 there between the business of Citigroup and
3 travel services?

4 A. There are a number of ways in
5 which travel services come into play with some
6 of Citigroup's services. Primarily through
7 the issuance of credit cards where -- such as,
8 for example, the Citi AAdvantage card is a
9 co-branded card that we've had with American
10 Airlines for the last 25 years in which people
11 can earn miles by using their cards.

12 And we have had other cards over
13 the years that were similar such as CitiMiles
14 which was the credit card where people earned
15 the ability to earn miles on participating
16 airlines, not any one particular airline.

17 We have a number of current --
18 more recent co-branded cards such as Citi
19 Hilton HHonors card with Hilton Hotels. A
20 co-branded card with Expedia. And also for
21 years we offered travel-related services
22 through a mark called CitiTravel where people
23 were offered discounts on airfare, hotels,
24 dining, which was the benefit of being a
25 credit card customer of Citibank.

1 And, finally, as I earlier
2 mentioned, the travel check business, Citicorp
3 Traveler Check business where people used
4 travelers checks in those days when traveling
5 overseas or even in the United States.

6 (Opposer's Exhibit 188, CitiMiles
7 Cared brochure, marked for
8 identification as of this date.)

9 BY MR. PLEVAN:

10 Q. Could we have Exhibit 188.

11 Ms. Moses, Opposer Exhibit 188 is
12 a four-page document, 2685 to 2688.

13 Could you identify what this is?

14 A. This is a brochure that talks
15 about this card that I just mentioned, the
16 CitiMiles card. CitiMiles also we discussed
17 previously which has a logo on this card that
18 uses an airplane, the outline of an airplane
19 design, and this talks about -- this brochure
20 I believe is from 1994 where you could see
21 that on the copyright notice. And this talks
22 about the benefits of owning and using this
23 card.

24 (Opposer's Exhibit 20, CitiTravel
25 Magazine, marked for identification as

1 of this date.)

2 (Opposer's Exhibit 22, CitiTravel
3 membership material, marked for
4 identification as of this date.)

5

6 BY MR. PLEVAN:

7 Q. Can I have Exhibits 20 and 22.

8 Now, Ms. Moses, you testified
9 about a registered mark, CitiTravel, just a
10 few minutes ago, correct?

11 A. Correct.

12 Q. Now, I'm going to show you a
13 number of documents that refer to CitiTravel
14 and ask you if you could identify them. The
15 first one is Opposer Exhibit 20.

16 A. This is the CitiTravel magazine
17 that members of this CitiTravel program would
18 get which is a guide to discount -- discounts
19 on various travel-related items such as
20 airfare, hotels and vacation packages. And it
21 shows the numbers to call to obtain the
22 services such as you see on the front page,
23 1-800-CITI-234. And on the front you'll see a
24 renewal. If a card member wants to renew the
25 service there's language about the upcoming

1 renewal of the membership.

2 Q. Is the CitiTravel mark still being
3 used today?

4 A. Yes.

5 Q. And, to your recollection -- to
6 your knowledge, how far back does this usage
7 go?

8 A. The use of CitiTravel is dated
9 from -- in our records from 1986.

10 Q. Now, there's a reference to
11 Trilegiant Corporation?

12 A. Yes.

13 Q. And what is Trilegiant
14 Corporation?

15 A. They are the vendor company that
16 actually provides these services and they are
17 a licensee of ours in terms of using the mark
18 CitiTravel.

19 Q. All right. If you would look at
20 Exhibit 22 and ask you if you could identify
21 what this is.

22 A. This appears to be membership
23 material that one receives after renewing
24 their membership in the CitiTravel program.

25 Q. All right.

1 A. And it also looks like it refers
2 to a membership card that would be enclosed,
3 although I don't see a copy of the card. But
4 it mentions it.

5 (Opporter's Exhibit 23, CitiTravel
6 informational material, marked for
7 identification as of this date.)

8 (Opporter's Exhibit 24, CitiTravel
9 membership services, marked for
10 identification as of this date.)

11 BY MR. PLEVAN:

12 Q. All right. If I could have
13 Exhibits 23 and 24. Can you identify what
14 Opposer's Exhibit 23 is.

15 A. This is informational material on
16 the CitiTravel program provided to members on
17 how to access and use the services and what
18 services are actually available.

19 Q. And this document also uses 1-800
20 numbers with C-I-T-I in it; is that right?

21 A. Yes, it does. It includes the
22 reservations number, 1-800-CITI-234 to make
23 airline, hotel and car rental reservations
24 among others.

25 Q. And then also on page 5862 there's

1 another one; is that correct? Another 1-800
2 number?

3 A. Yes. There's a special hotline
4 number that is available here. It's
5 1-800-647-CITI. This is I guess for special
6 offers so they have a separate number that
7 people would call for getting special updated
8 offers.

9 Q. These are all related to travel,
10 these offers?

11 A. Yes.

12 Q. All right. If you could look at
13 Opposer Exhibit 24. Could you tell us what
14 this is.

15 A. This is a sample of what card -- a
16 CitiTravel card member would get when they
17 signed up for -- to be a member of this
18 service. They would actually get a card that
19 pretty much shows this information but this is
20 a sample.

21 Q. Do you know what the little icons
22 are across the bottom?

23 A. I think the icons are generic and
24 relate to -- let's see. I think on the back
25 of this one, on the last page of this exhibit

1 it explains what the icons refer to. So for
2 example, hotels, airfares, car travel,
3 vacation packages. Business travel. Cruises.
4 Et cetera.

5 Q. So the icon for airfare discounts
6 or airfare benefits is the shape of an air --
7 an outline of an airplane?

8 A. Yes.

9 Q. Twenty-six, please.

10 (Opposer's Exhibit 26, CitiTravel
11 service brochure, marked for
12 identification as of this date.)

13 BY MR. PLEVAN:

14 Q. Could you identify what Exhibit 26
15 is.

16 A. This is an earlier -- an earlier
17 piece promoting the CitiTravel service. Its
18 copyright date is 1997 and it shows that at
19 that time the vendor providing the service was
20 Cendant Membership Services.

21 Q. So at that time Cendant or more
22 recently Trilegiant is actually what you might
23 call the travel agent in this relationship?

24 MR. SWYERS: Objection. Leading.

25 Q. Well, I could say -- we could say,

1 what were the services performed by Trilegiant
2 today or Cendant in those days?

3 A. They provide -- they do the actual
4 booking of the travel. Acting like a travel
5 agent so they would book the airlines and the
6 hotel, dining packages. They fulfill the
7 services that are offered in the membership as
8 our vendor.

9 Q. Twenty-eight.

10 (Opporter's Exhibit 28, CitiTravel
11 Magazine excerpts, marked for
12 identification as of this date.)

13 BY MR. PLEVAN:

14 Q. Could you identify what Exhibit 28
15 is?

16 A. This is the membership magazine
17 that card holders received as being -- as part
18 of the CitiTravel program and this -- at this
19 point in time they named this magazine
20 CitiTraveler.

21 Q. Now, is this the full magazine or
22 are these excerpts from the magazine?

23 A. These are excerpts.

24 (Opporter's Exhibit 29, Citi
25 Traveler Magazine excerpts, marked for

1 identification as of this date.)

2 BY MR. PLEVAN:

3 Q. And if you would look at the next
4 exhibit, 29.

5 Can you identify what Exhibit 29
6 is?

7 A. Once again, this is the membership
8 magazine for customers who are CitiTravel
9 members. And at this point in time they
10 called it Citi Traveler, two words.

11 Q. These are excerpts from the
12 magazine?

13 A. Yes.

14 (Opposer's Exhibit 30, CitiTravel
15 Magazine excerpts, marked for
16 identification as of this date.)

17 BY MR. PLEVAN:

18 Q. And if you would take a look at
19 Exhibit 30. Could you identify what
20 Exhibit 30 is.

21 A. This, again, is excerpts from the
22 magazine called CitiTravel. Members who are
23 part of the CitiTravel program would get
24 this -- this is more recent from 2011.

25 Q. Now, on the first page of this

1 exhibit we have another 1-800 number; is that
2 correct?

3 A. Yeah. I believe this is the same
4 reservation number that we've seen before.
5 1-800-CITI-234.

6 Q. Ms. Moses, I want to ask if you
7 could identify -- address certain trademarks
8 that I believe were on the Schedule A when we
9 looked at the Amended Notice of Opposition.

10 A. Um-Hum.

11 Q. Are you familiar with a trademark
12 CitiRail?

13 A. Yes.

14 Q. And is that -- it exists today and
15 it's owned by Citigroup?

16 A. Correct.

17 Q. And what business does it refer
18 to?

19 A. That's the leasing and financing
20 of railcar equipment.

21 Q. And Citi Bonus Cash Center, is
22 that a valid existing mark today owned by
23 Citigroup?

24 A. Yes, it is.

25 Q. What it's used for?

1 A. Citi -- various CitiCard holders
2 can obtain discounts, cash back discounts on
3 items. They'll get additional, like,
4 percentages back in cash if they do certain
5 on-line or telephone purchases from
6 participating retailers.

7 Q. Are you familiar with the mark
8 Citi Executive, C-I-T-I Executive?

9 A. Yes.

10 Q. And what is that?

11 A. That is one of the names of
12 several of our Citi -- branded Citi AAdvantage
13 credit cards.

14 Q. And is that being used currently?

15 A. Yes.

16 Q. Is it owned by Citigroup?

17 A. Yes.

18 Q. And for approximately how long do
19 you recall it's been in use? At least three
20 to four years?

21 A. I don't recall off the top of my
22 head. I think it's a more recent addition to
23 the AAdvantage line of cards.

24 Q. And the mark, one word,
25 CitiManager, I think you testified about that

1 in one of the exhibits, Exhibit 36 --

2 A. Yes.

3 Q. -- or Exhibit 37.

4 And if you could repeat then what
5 is CitiManager today?

6 A. CitiManager is a tool used by the
7 Commercial Cards business. It's I believe a
8 portal where people can go and manage their
9 commercial credit cards.

10 Q. And that goes back at least I
11 believe to 2008, those exhibits you looked at
12 were I believe 2008 --

13 A. It's been used for a while --
14 quite a while.

15 Q. Pardon?

16 A. It's been in use for a while.

17 Q. At least five years?

18 A. Yes.

19 MR. PLEVAN: You want to break for
20 lunch?

21 MR. SWYERS: It's up to you.
22 Whatever you prefer.

23 MR. PLEVAN: Yeah. Let's break
24 for lunch. And then I'll have one more
25 topic and then we'll be done.

1 MR. SWYERS: Fair enough.

2 You're still under oath. So you
3 know the drill. You're an attorney.
4 You can't talk about the substance and
5 all that sort of stuff. Fair enough?

6 MR. PLEVAN: We'll, I'm not
7 agreeing to anything but --

8 MR. SWYERS: That's the law.

9 MR. PLEVAN: What law? Where?

10 MR. SWYERS: You're not allowed to
11 actually talk to a witness while they're
12 still under oath at trial. She's
13 sitting in trial -- she's sitting in a
14 court room right now. You can't take
15 her out and tell her this is what we're
16 going to talk about next and all that
17 sort of stuff. You're not permitted to
18 do that.

19 MR. PLEVAN: I'm not agreeing to
20 anything.

21 MR. SWYERS: I'm just advising if
22 it comes up, I'm actually able to cross
23 her on that. And if she says that you
24 guys talked about substantive matters
25 during the break that's a major no-no.

1 MR. PLEVAN: Do you want to cite
2 me some legal principles? I mean, I've
3 heard lawyers from outside New York. I
4 don't believe that's the rule in New
5 York. But if you --

6 MR. SWYERS: This is a TTAB case.
7 We're not sitting in New York right now.
8 We're sitting in front of the TTAB.

9 MR. PLEVAN: No, I understand
10 that. I understand that. Do you want
11 to cite me a TTAB case?

12 MR. SWYERS: I'll be happy to do
13 so if you would like at some junction.
14 I'm just going to tell you it's the
15 black letter law for the matter. So you
16 can't prep people. You can't take
17 breaks. It precludes you from basically
18 taking a break any time something is
19 going a little rough or otherwise
20 pre-prepping a witness and then coming
21 back in. And that's sort of black
22 letter trial law.

23 But I'll be happy to basically
24 define that for you at the time. If she
25 is prepped at all, either in the

1 previous meeting or during lunch, I will
2 cross her on that. And to the extent
3 that she is prepped and she admits that
4 she is prepped I'll move to strike
5 everything that she has been prepped on
6 on the basis you're not allowed to do
7 it. You can't talk about a witness's --
8 the substantive testimony of a witness
9 while you're on break.

10 MR. PLEVAN: So I just want to say
11 we're not having a rough period but I am
12 ready for lunch.

13 MR. SWYERS: Fair enough.

14 (Luncheon recess take at 12:37 p.m.)
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1 A F T E R N O O N S E S S I O N

2 (Time noted: 1:33 p.m.)

3 A N N E M O S E S, resumed and

4 testified as follows:

5 DIRECT EXAMINATION (Cont'd.)

6 BY MR. PLEVAN:

7 Q. Ms. Moses, you had testified
8 earlier about -- I think you used the phrase
9 the bank's footprint. Or even if you didn't,
10 what does that refer to?

11 A. Referring to the business trading
12 areas or footprint where the Citibank
13 branches, the bricks and mortar branches, are
14 located.

15 Q. Approximately how many branches
16 are there?

17 A. I think there are a little over a
18 thousand.

19 Q. And what are the major areas where
20 the footprint is?

21 A. We have branches located currently
22 in New York, Chicago, and parts of Illinois,
23 California, Texas, DC and Florida.

24 Q. Did there come a time that you
25 became aware of a usage of a mark Citiair?

1 A. Yes.

2 Q. And how did you become aware of
3 that?

4 A. When it was published for
5 opposition in the Gazette, the Trademark
6 Gazette.

7 Q. Indicating that the owner of that
8 mark was seeking a federal trademark
9 registration?

10 A. Correct.

11 Q. Was this a concern to the
12 Citigroup trademark attorneys?

13 A. Yes.

14 Q. Why?

15 A. Well, anything that -- a mark that
16 begins with C-I-T-I is something that's going
17 to get picked up in a review of the Official
18 Gazette. This particular mark was of concern
19 because it began with C-I-T-I and the second
20 half, the suffix, "air," was descriptive of
21 some of the services offered and is the kind
22 of suffix that we might use because our naming
23 guidelines are such that we typically, in
24 terms of prefix marks, would use. Most of the
25 time the Citi mark as a prefix and then as a

1 suffix something descriptive of the goods or
2 services being offered.

3 And this was a travel booking
4 agency service and, as I stated previously, we
5 provide a lot of services to our customers
6 that are travel related, some of which are
7 very closely related or identical to the
8 services provided by this applicant through
9 some of the programs that I talked about today
10 such as CitiTravel or Citi AAdvantage card.
11 Things like that.

12 Q. Now, did you have an opportunity
13 to examine the Web sites connected with
14 Citiair?

15 A. Yes.

16 Q. Did you note any toll-free numbers
17 using C-I-T-I?

18 A. Yes, I did.

19 Q. And was that of concern?

20 A. Yes, because, once again, we
21 frequently use and have in the past for years,
22 used telephone numbers that use the Citi mark
23 or Citi marks to make it more memorable to a
24 consumer to call for our various products and
25 services. So the inclusion of the name in a

1 phone number was of concern as well.

2 Q. And what if any concern did you
3 have with regard to the ownership of Citiair
4 seeking a federal trademark registration?

5 A. The concern for anyone seeking
6 federal registration including this applicant
7 is if they obtained a federal registration
8 they would have the right to use that mark for
9 services across all 50 states and that the
10 potential for expansion was clearly there.

11 Q. Was there anything that you
12 learned in Mr. Raj's deposition related to
13 expansion that gave you further concern?

14 A. Well, Mr. Raj -- his current
15 business seems to be operated through a Web
16 site and Mr. Raj did talk about expanding his
17 business to include some brick and mortar,
18 some actual offices of CitiAir, in various
19 locations across the United States that
20 appeared to match up with the target audience
21 that seems to use his service today.

22 Q. Now, did you understand that Mr.
23 Raj's current business is primarily aimed at
24 South Asians? Do you understand that?

25 A. Yes.

1 Q. Is his trademark application
2 limited to South Asians?

3 A. No, it's not.

4 Q. And what if anything about the
5 fact that he's limited to South Asians would
6 you comment on with respect to what Citigroup
7 does?

8 A. When I learned that his business
9 was primarily targeted or I believe pretty
10 much all targeted to South Asians, and when he
11 described the locations of his future
12 expansion plans, it reminded me very much of a
13 business that we've had at Citibank for a long
14 time called the Non-Resident Indian Business
15 which targets that exact population and offers
16 banking services.

17 Q. Does -- you testified earlier
18 about Citibank's business overseas. Does
19 Citibank have a bank in India?

20 A. Yes.

21 MR. SWYERS: Objection to
22 relevance. I am not sure the relevance.

23 Q. Does Citibank have a bank in
24 India?

25 A. Yes, it does.

1 Q. And does it have a bank, banking
2 facilities in Singapore?

3 A. Yes.

4 MR. SWYERS: Continuing objection.

5 Motion to strike.

6 Q. In connection with Citigroup's
7 involvement in travel-related services, are
8 you familiar with the ThankYou Rewards
9 Program?

10 A. Yes.

11 Q. What is that? What was it or is
12 it?

13 A. ThankYou Rewards are, as it's
14 called more recently Citi Thank You Rewards,
15 is a customer loyalty program where card
16 holders or users of certain banking services
17 can amass points to be used in connection with
18 the redemption of various things including --
19 including goods or services or travel-related
20 services.

21 (Opposer's Exhibit 66, Citibank
22 Commercial Card Web site, marked for
23 identification.)

24 BY MR. PLEVAN:

25 Q. I'm going to show you what we've

1 marked as Opposer's Exhibit 66. Could you
2 identify what this is.

3 A. This is Citi Commercial Card's Web
4 site from this year because it has the 200
5 year Citi branding on it.

6 Q. Are these -- withdraw that.

7 Is one of the advantages of a
8 company, corporation, such as the ones you
9 mentioned before, we won't mention them again,
10 but one of the Fortune 500 companies or one of
11 the governmental agencies that's a part of
12 this program, is one of the uses that their
13 employees can make of these cards for travel,
14 corporate or sponsored, you know, permitted
15 travel purposes?

16 A. Yes.

17 MR. SWYERS: Objection. Leading
18 the whole way.

19 A. Yes. The Citi Commercial Card
20 program has several types of cards. Some are
21 geared towards corporate purchasing and some
22 are geared towards travel and entertainment
23 uses, business travel.

24 Q. So what does it allow the
25 corporation to do in connection with business

1 travel?

2 A. It allows them to monitor the
3 information surrounding the expenses incurred
4 in connection with business travel and
5 entertainment.

6 (Opposer's Exhibit 575, March 1994
7 Citibank ad, marked for identification
8 as of this date.)

9 BY MR. PLEVAN:

10 Q. Let me show Opposer's Notice of
11 Reliance, Exhibit 575, and I'll ask if you can
12 identify what that is.

13 A. This is a copy of a New York Times
14 ad, Citibank ad from March of 1994. "It's
15 Your Citi" is the slogan used in this ad and
16 it also uses several other marks including the
17 slogan "The Citi Never Sleeps."

18 MR. PLEVAN: Nothing further. No
19 further questions.

20 MR. SWYERS: Off the record for a
21 second, please.

22 (Discussion held off the record.)

23 MR. PLEVAN: On the record I'll
24 move all the exhibits into evidence that
25 were referred to in the testimony of Ms.

1 Moses. Direct testimony.

2 MR. SWYERS: I would only object
3 to Opposer's Exhibit Number 183 as
4 cumulative. That's the Declaration of
5 Ms. Moses. I believe she's already
6 testified to the extent. I think
7 putting it in is simply redundant. But
8 barring that, that would be the only
9 objection I have to all of these coming
10 in.

11 (All Opposer's Exhibits except
12 Opposer's Exhibit 183, previously marked
13 for identification are moved into
14 evidence as of this date.)

15 MR. PLEVAN: Now, stay on the
16 record for a second. I have no
17 objection to the court reporter taking a
18 copy if you want and attaching them to
19 the transcript.

20 MR. SWYERS: I think the TTAB
21 would -- you know, the rule would be to
22 go ahead and attach it and then they'll
23 decide it once we get them the trial
24 briefs.

25 MR. PLEVAN: That's fine. Okay.

1 We'll provide the court reporter with a
2 set to actually take. And that way you
3 could use it for checking words, et
4 cetera. You could check all the
5 C-I-T-I-s.

6 No further questions.

7 MR. SWYERS: One moment, please.

8 * * *

9 CROSS-EXAMINATION

10 BY MR. SWYERS:

11 Q. I want to go all the way back to
12 the start of the deposition. You talked about
13 your role as trademark counsel for Citigroup.
14 We talked generally a little bit about the
15 trademark clearance reports. Why do you clear
16 use of a trademark before you use it?

17 A. We clear a trademark for use to
18 make sure that a trademark that we might adopt
19 does not infringe upon the rights of third
20 parties.

21 Q. Do you clear every trademark that
22 Citigroup uses for your office before it is
23 used in advertisements?

24 In other words, does the ad
25 department come to you all and say we have a

1 new slogan we're going to use, can you clear
2 this for us first?

3 A. Often times a business will
4 contact us before they adopt a name for a new
5 product or service. Sometimes on a corporate
6 level we might be contacted by the Global
7 Branding department. That might be using a
8 corporate-wide slogan.

9 Q. And when you say business you mean
10 like one of the sub-businesses within the
11 large Citigroup?

12 A. Correct.

13 Q. Okay. How many businesses are
14 there within Citigroup, if you know?

15 A. There are countless businesses and
16 how we define them probably has changed over
17 the years. There are two major sides of the
18 house, if you will; a consumer side and a
19 corporate institutional side.

20 Q. Do all -- I'm sorry.

21 Do all of the trademark
22 registration questions generally come in
23 through your office, though, for either side?

24 A. Yes. With certain exceptions
25 outside the United States. There are some

1 businesses that -- one in particular that has
2 its own trademark counsel who would clear
3 those marks.

4 Q. Okay. Primarily in the United
5 States, your office would clear the US
6 trademarks?

7 A. Unless it had to do with that
8 business that I just mentioned that also has a
9 presence in the United States, yes.

10 Q. Fair enough.
11 Who makes the call in regard to
12 which trademarks you're going to register --
13 excuse me.

14 Let me not be so colloquial.
15 Who makes the decision as to
16 who -- what trademarks you all are going to
17 register versus not register when you use
18 them?

19 A. I mean, ultimately, the business
20 might decide that it doesn't want to register
21 a certain mark because that involves cost, but
22 there certainly would be discussions about the
23 benefits of registration with the business.

24 Q. Okay. So from time to time you
25 actually make a decision not to register a

1 trademark based upon costs involved.

2 A. That could be a decision -- that
3 could be one of the reasons.

4 Q. Are you familiar with the schedule
5 of costs for the US Patent & Trademark Office
6 generally speaking? How much it costs for a
7 one class application?

8 A. Not offhand because I haven't had
9 to look at it recently but I have a general
10 idea.

11 Q. \$275 per class of goods and
12 services? Does that ring a bell at all?

13 A. That sounds about right.

14 Q. Okay. Thank you.

15 Hand in hand with the registration
16 of trademarks, who decides to renew a
17 trademark if at all? Is there some person
18 within the organization that says we need to
19 renew this trademark, or is that the Trademark
20 Practices Group within Citigroup?

21 A. For those marks that are -- we
22 have a database and so there are marks that
23 come up for renewal and then we will file the
24 renewal if it, you know, meets the
25 requirements of the renewal.

1 Q. Why would you not renew it?

2 A. Usually, we would, but, of course,
3 maybe we wouldn't. It depends on the business
4 needs or costs. I mean...

5 Q. Is one of those reasons that you
6 wouldn't renew a trademark that it's no longer
7 being used by Citigroup or a related business?

8 A. If -- it could be that the mark is
9 no longer in use at that time and we would not
10 renew it, correct.

11 Q. CitiMiles, the trademark that we
12 talked about today is no longer in use; is
13 that correct?

14 A. I think that the logo that
15 appeared on the credit card CitiMiles is no
16 longer in use. But there may be some use of
17 the word mark CitiMiles in connection with
18 perhaps some wind-down of that program is my
19 understanding.

20 Q. There may be or there is?

21 A. My recollection is I asked the
22 business the question and the response was
23 that there's some remaining use in connection
24 with the winding down of that program.

25 Q. What is winding down?

1 A. There may be card holders or
2 services associated with a card that are still
3 either offered or provided but primarily
4 they're certainly not issuing new CitiMiles
5 cards.

6 Q. And why is that?

7 A. Business -- it's a business
8 decision which credit cards will remain in use
9 and which ones are being phased out and, you
10 know, over time that some cards come and some
11 cards go.

12 Q. Exactly. And so for a business
13 decision we're talking that CitiMiles, they've
14 decided to phase it out.

15 A. Yes.

16 Q. Okay. And you've already
17 testified that the logo is no longer in use,
18 correct?

19 A. That is my testimony.

20 Q. Okay. Do you know when that
21 phase-out began?

22 A. No, I don't recall.

23 Q. And do you know when or what stage
24 it is in now?

25 A. I couldn't quantify it, no.

1 Q. I'd like to direct your attention
2 to what has been identified as NOR Exhibit
3 567. I believe that's the Amended Notice of
4 Opposition and specifically Schedule A. If I
5 can find mine.

6 (Pause on the record.)

7 Q. You're generally familiar with all
8 the trademarks in this Schedule A?

9 A. Yes.

10 Q. And we can agree that none are
11 registered in connection with travel agency
12 services; is that correct?

13 (Document review.)

14 A. I see no registrations here where
15 the services read travel agency booking.

16 Q. And, in fact, the only time the
17 word "travel" appears in any of Citi's
18 registered trademarks, at least those that are
19 identified here, is in the first trademark
20 listed, CitiTravel. Would you agree with that
21 statement?

22 THE WITNESS: Can you read that
23 back, please.

24 (Record read.)

25 A. Yes.

1
2 Q. And just so I can be clear, when
3 the court reporter read it back I think I
4 omitted one part. The word "travel" as the
5 question was read back to me I said the only
6 place the word travel -- excuse me -- it's the
7 only trademark where the word "travel" appears
8 in the actual trademarks. How about for the
9 recitation of services? Would you also agree
10 with me that the word "travel" only appears in
11 the recitation of services for the trademark
12 CitiTravel as identified in number 1, Exhibit
13 A?

14 A. Yes.

15 Q. Thank you.

16 And that specifically when it
17 appears is for a benefits program offered by
18 the credit card -- for the credit card holders
19 only, correct?

20 A. Correct.

21 Q. Okay. So I understand this
22 correctly, I want to talk about CitiTravel for
23 a couple minutes if we can. It is a benefits
24 program for Citigroup card holders, correct?

25 A. For certain Citigroup card

1 holders, correct.

2 Q. And Citi cardholders pay a fee to
3 be a member, correct?

4 A. Correct.

5 Q. These exhibits that we previously
6 discussed, Opposer's Exhibit Number 23, number
7 22, 20, 28, 29, and 30, they would only go to
8 members of this benefit program; is that
9 correct?

10 A. Correct.

11 Q. I am not a member of this program.
12 You mentioned that there's an 800 number. I
13 think one of the numbers was 800-CITI-234. If
14 I were to call this number today, without
15 being a member of the program, could I use
16 their services based upon what you testified
17 to today?

18 A. I don't know the specific answer
19 to that question.

20 Q. All right. Turning ourselves to
21 policing activity. We talked about four TTAB
22 cases. Exhibit Number 180, Exhibit Number
23 171, Exhibit Number 173, and Exhibit Number
24 176.

25 Would you agree that none of these

1 were decided on the merits?

2 A. Yes.

3 Q. In fact, one, two...three of them
4 were defaults. What does default mean?

5 A. Failure to respond to the
6 opposition.

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11 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)

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1 Q. Turning your attention to the two
2 federal lawsuits we brought today, the first
3 in Opposer's Exhibit 168, this is United
4 States District Court -- excuse me -- Citicorp
5 versus Internet Entertainment Group. This is
6 the typo squatting case we discussed.

7 A. Um-hum.

8 Q. We're not dealing with a typo
9 squatting case today, are we?

10 A. No.

11 Q. And, finally, the Citigroup versus
12 Emanuel, I'm sorry, Legakis, L-E-G-A-K-I-S,
13 which is identified as Opposer's Exhibit 170.
14 You mentioned that in this case Citigroup did
15 prevail, correct?

16 A. I think I said that -- I believe
17 they defaulted. I don't know.

18 Q. They may have defaulted?

19 A. They may have. I can't recall.

20 Q. And either off the top of your
21 head or by all means, you know, take a look at
22 Exhibit 170, do you remember what -- I'm
23 sorry. I should be using their name as the
24 defendant, Citi Atlantic Mortgage. Do you
25 remember what types of services that they

1 provided under the Citi Atlantic Mortgage
2 mark? Alleged mark?

3 A. To the best of my recollection, it
4 was mortgage-related services.

5 Q. Thank you.

6 This one I may have missed but I
7 just want to clarify a few things.

8 How many card holders does
9 Citigroup in all have, if you know?

10 MR. PLEVAN: I designate the
11 answer as trade sensitive, if you have a
12 substantive answer.

13 MR. SWYERS: Agreed.

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15 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)
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(CONFIDENTIAL PORTIONS)

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1 that there are millions of card holders
2 including the consumer credit card business
3 but I -- I'm not familiar with that number.

4 Q. Thank you.

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8 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)
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1 Q. Do you know how many employees the
2 Department of Defense has?

3 A. No.

4 Q. One moment, please.

5 (Pause on the record.)

6 MR. SWYERS: I will tell you the
7 next part of this is going to be
8 commercially sensitive -- or
9 commercially secret trade sensitive.
10 Whatever that is.

11 MR. PLEVAN: Thank you.

12 MR. SWYERS: So everything for the
13 next part, please so designate it.

14 Q. You testified regarding the fame
15 of Citigroup's marks and I believe eloquently
16 stated the standard widely recognized by the
17 general public for services offered.

18 Can you define "widely recognized"
19 for us?

20 A. Widely recognized to me would mean
21 recognized by a large percentage of the
22 population of the United States.

23 Q. Fair enough. Large percentage --
24 we have, well, now five people in this room.
25 A large percentage would be two out of five of

1 us, three out of five of us? What do you
2 think a large percentage would be?

3 A. I'd say out of ten, maybe at least
4 four out of ten, four or five out of ten.

5 Q. Okay. So about 40 percent?

6 A. At least.

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10 (CONFIDENTIAL PORTIONS CONTINUE ON NEXT PAGE)
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1 Q. Are you aware of any brand
2 tracking studies that Citibank or Citigroup,
3 as it were, has ever done in the travel
4 services industry?

5 A. I am personally not aware of that.

6 Q. One minute, please.

7 (Pause on the record.)

8 Q. Let me get back to that fame
9 standard for a second. The second part of
10 that -- or I shouldn't say the second part.
11 But part of it also was for the services
12 offered that you spoke about.

13 What does that mean to you?

14 A. To me it means for the services
15 offered by the owner of the mark that they are
16 most well known for.

17 Q. Thank you.

18 I want to jump back on real quick
19 the -- back to our defaulted friends here that
20 didn't show up to court as it were.

21 A. Which friends are they?

22 Q. I apologize. The four TTAB
23 oppositions that we discussed and the two
24 civil actions. Have I identified it
25 sufficiently? Do you know what we're talking

1 about now?

2 A. Yes.

3 Q. You testified before that you
4 thought or theorized, as the case may be, that
5 they didn't show up because of the strength,
6 fame, or otherwise of the Citigroup brand.

7 Do you have any concrete facts
8 that would indicate that or is that just your
9 theory?

10 A. I believe I used the word I
11 suspect that may be why.

12 Q. Suspect. What is your -- what is
13 that based upon?

14 A. Well, not all of them didn't show
15 up, for starters. The -- one of the cases
16 there was actually a decision, a preliminary
17 and permanent injunction issued in the case
18 with IEG Entertainment International. That
19 one.

20 Q. That was the typo squatting case.

21 A. Yeah.

22 Q. Okay.

23 A. Actually, the decision was
24 rendered in that case.

25 And in the other cases I suspect

1 that nobody wanted to spend the resources to
2 defend the case and that they just backed off
3 of it because we had very strong rights in
4 this C-I-T-I mark and had for many years.

5 Q. But you don't know for sure. You
6 never had any conversations to that effect
7 with anyone.

8 A. No. No.

9 MR. SWYERS: I have nothing
10 further at this time.

11 * * *

12 REDIRECT EXAMINATION

13 BY MR. PLEVAN:

14 Q. Let me just to sort of add to the
15 record. Let me show you an excerpt from
16 Opposer's Notice of Reliance Exhibit 564.

17 Ms. Moses, are you familiar with
18 the Form 10-K, an annual report that's filed
19 by Citigroup each year?

20 A. Yes. Loosely familiar.

21 Q. And is this a government law
22 requirement that these documents be filed?

23 A. That's my understanding, yes.

24 Q. What you have in front of you as
25 Opposer's 8445 and 8482, could you identify

1 the first page of this.

2 A. 8445 is the cover of the 2011
3 Citigroup annual report.

4 Q. And how is it you -- well, it says
5 it on there but in addition what if anything
6 about what it says in the middle tells you
7 when it's -- what year it's referring to?

8 A. This is our special anniversary --
9 200th anniversary logo that commemorates the
10 200th anniversary of Citibank.

11 Q. And if you turn to page 16, do you
12 see this page that -- from the annual report
13 that talks about -- or the Form 10-K that
14 talks about the North America Regional
15 Consumer Banking? Do you see that page?

16 A. Yes.

17 Q. All right. And if you look at the
18 bottom of the text, do you see that? It says:
19 "In addition..." the last line at the top.
20 There's a paragraph at the top above the
21 numbers.

22 Do you see that?

23 A. Yes.

24 Q. And the last line says: "In
25 addition, NA..." what does NA refer to?

1 A. North America.

2 Q. "RCB." What does RCB refer to?

3 A. Regional Consumer Banking.

4 Q. "Has 22 million Citi branded
5 credit card accounts with 75.9 billion in
6 outstanding card loan balances."

7 Do you see that?

8 A. Correct. I see that.

9 Q. Is that sort of consistent with
10 your understanding of the general size of the
11 Citi branded credit card business?

12 A. Yes.

13 MR. PLEVAN: I have nothing
14 further. And this, of course, is public
15 record.

16 MR. SWYERS: Of course.

17 One follow-up on that.

18 RE CROSS-EXAMINATION

19 BY MR. SWYERS:

20 Q. Of those 22 million Citi branded
21 credit card accounts, how many people hold
22 those?

23 A. How many people?

24 Q. Um-hum.

25

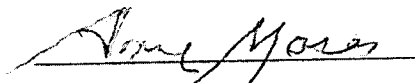
1 A. Well, I don't know because
2 individuals can certainly have more than one
3 Citi branded credit card in their wallet so
4 that would be hard to say.

5 MR. SWYERS: Okay. Thank you. I
6 have nothing further.

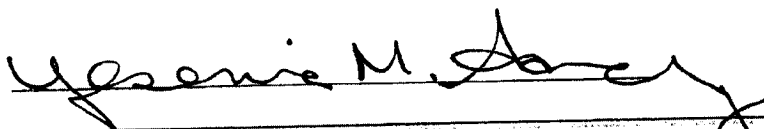
7 MR. PLEVAN: Nothing further.

8 (Time Noted: 1:54 p.m.)
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ANNE MOSES

Subscribed and sworn to before me
this 5 day of March, 2013.



1 C E R T I F I C A T E
2 STATE OF NEW YORK)
3 : SS.
4 COUNTY OF NEW YORK)

5 I, FRANCIS X. FREDERICK, a
6 Notary Public within and for the State
7 of New York, do hereby certify:
8

9 That ANNE MOSES the witness
10 whose deposition is hereinbefore set
11 forth, Tuesday, Oct 15, 2012 was duly
12 sworn by me at the offices of Skadden,
13 LLP, 4 Times Square, New York, New York
14 10:26 a.m. to 1:54 p.m. of that day, and
15 that such deposition is a true record of
16 the testimony given by the witness.

17 I further certify that in
18 accordance to Rule 28 of the Federal
19 Rules of Civil Procedure that I am not
20 related to any of the parties to this
21 action by blood or marriage, and that I am
22 in no way interested in the outcome of
23 this matter.

24 I further certify that counsel for the
25 adverse party, MATTHEW H. SWYERS was
26 present at this deposition.

27 IN WITNESS WHEREOF, I have
28 hereunto set my hand this 19th day of
29 December, 2012.

30 _____
31 FRANCIS X. FREDERICK

| | WITNESS | EXAMINATION BY | PAGE |
|---|------------|----------------|----------|
| 1 | | | |
| 2 | ANNE MOSES | MR. PLEVAN | 4, 129 |
| 3 | | MR. SWYERS | 106, 131 |

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9 ----- INFORMATION REQUESTS -----

10 DIRECTIONS: NONE

11 RULINGS: NONE

12 TO BE FURNISHED: NONE

13 REQUESTS: NONE

14 MOTIONS: 42, 80

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|----|------------------------------|---------|--------|
| 1 | ----- EXHIBITS ----- | | |
| 2 | OPPOSER'S | FOR ID. | IN EV. |
| 3 | Exhibit 502 | | |
| 4 | Citibank 1812 to 1970..... | 10 | 105 |
| 5 | Exhibit 183 | | |
| 6 | Declaration of Anne Moses... | 12 | |
| 7 | Exhibit 186 | | |
| 8 | document dated July 1st, | | |
| 9 | 1897 bearing cable address | | |
| 10 | that read Citibank..... | 17 | 105 |
| 11 | Exhibit 567 | | |
| 12 | Amended Notice of | | |
| 13 | Opposition..... | 21 | 105 |
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| 15 | Global Transaction | | |
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DATE OF DEPOSITION: OCTOBER 15, 2012
NAME OF WITNESS: ANNE MOSES

Reason codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

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ANNE MOSES

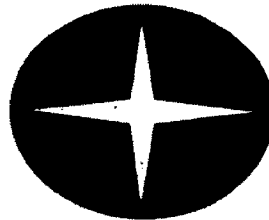
Citigroup, Inc. v. Capital
City Bank Group, Inc.,
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Citibank



1812-1970



Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer NOR Ex. 502

CITI 0001837

OPP001473

Citibank, 1812-1970

Citibank, 1812-1970, is the most comprehensive history of a major American bank yet produced. It is also the first study to reveal in detail the activities of a leading bank in the dynamic years after World War II. Because Citibank has been close to the center of our banking system for more than a century and a half, its story is more than a history of an individual enterprise. It provides invaluable insights on the evolution of American banking and American business. The authors have skillfully placed the critical decisions of strategy, policy, and operations within the broader economic and institutional context.

The authors analyze in precise and dramatic ways the transformation of the bank from a personally run to a professionally managed enterprise, a change that was central to the growth of managerial capitalism. Particularly poignant is the description of the frustrated hopes of Frank A. Vanderlip, Citibank's first modern salaried executive, to reap entrepreneurial rewards comparable to those of his predecessor and mentor, James Stillman.

This book was written from within; both authors are executives at Citibank, and Thomas Huertas is a trained economic historian. Executives will find in their descriptions of the nature of
(continued on back flap)

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OPP001474

Anne Moses

CITI 0001839

OPP001475

Harvard Studies in Business History XXXVII

Edited by Alfred D. Chandler, Jr.
Isidor Straus Professor of Business History
Graduate School of Business Administration
George F. Baker Foundation
Harvard University

CITI 0001840

OPP001476

Citibank

1812-1970

Harold van B. Cleveland
Thomas F. Huertas

with
Rachel Strauber
Joan L. Silverman
Mary Mongibelli
Mary S. Turner
Clarence L. Wasson, Jr.

Harvard University Press
Cambridge, Massachusetts
London, England 1985

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This book is printed on acid-free paper, and
its binding materials have been chosen for
strength and durability.

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OPP001478

Editor's Introduction

This history of Citibank is a landmark in the writing of business history. Its story spans more than a century and a half, during which the mercantile bank established in 1812 became by the outbreak of World War I one of the nation's most influential commercial and investment banking houses and then in the 1920s diversified into still other financial activities. After surviving the trauma of the Depression and meeting the challenge of World War II, the bank again became an innovator in banking procedures and strategies. This study is the first to review in depth several of the most significant post-war developments in American banking.

Because Citibank has been at or close to the center of the nation's banking system for many decades, its story is more than a history of an individual enterprise. It provides invaluable insights into the evolution of American banking and indeed of American business in general. The authors have skillfully placed the critical decisions made by senior executives about strategy, policy, and operations within a broader economic and institutional context. The reader has an unparalleled opportunity to observe and analyze the changing activities and functions of investment and commercial banking within the United States; to appreciate the nature of competition between banks for the business resulting from these functions; and to follow the close and constantly changing relationships of the bank with state and federal agencies, which from the beginning defined and enforced regulations that set limits on the activities and operations of American banks.

In addition this book describes and analyzes in precise and dramatic ways the transformation of the bank from a personally run to a professionally managed enterprise. Few other business or economic histories explain so well this transformation, which was central to the evolution of modern managerial capitalism. The adjustments required at all levels by

this essential transformation are carefully described. Particularly revealing, for example, is the description of the frustrated hopes of Frank A. Vanderlip, the bank's first modern salaried executive, to reap entrepreneurial rewards comparable to those of his predecessor and mentor, James Stillman.

The authors are successful in illuminating these fundamental changes in American financial and business institutions because they perform so well the tasks of the business historian: they describe and evaluate the decisions that shape the destiny of the enterprise in terms of the situation—the issues, problems, and alternatives—facing the senior decision makers at the time when action was taken. The reader sees how the personalities, biases, and talents of these executives affected the bank's responses to the constantly changing external environment. Nothing was foreordained. With different actors the story would have been different.

The book is a landmark for still another reason. It is a scholarly study written from within the corporation itself. The authors and their staff work for the bank. Both authors are experienced bank executives, and Thomas Huertas is also a trained economic historian. Together with their staff they share a knowledge of banking, business, and economics. As insiders they know the business as few outsiders can. Each step of their work and each page of the manuscript was reviewed by a committee of outside specialists—Professors Vincent Carosso of New York University and Richard Sylla of North Carolina State University in banking history, Anna Schwartz of the National Bureau of Economic Research in monetary history, Stanley Engerman of the University of Rochester in economic history, and myself in business history. The close relationship between the authors and the members of the committee provided a significant learning experience for all involved, and one that certainly strengthened the final product. Such an approach to the writing of a company history permits its executives to understand better their present situation. Thus Citibank itself will reap rich rewards from its enlightened attitude toward its own past. At the same time this history provides information and insights otherwise not available to scholars or the general public about major developments in American business and financial history.

In its comprehensive scope and its skill in illuminating the nature of choice and change in a large bank, *Citibank, 1812-1970*, sets a standard for all future works on this vital industry.

Alfred D. Chandler, Jr.

Foreword

History is the story of people, the organizations they create, and how those institutions cope with the constantly changing challenges of society. All of America's institutions were newly minted in the aftermath of its revolution against the most powerful nation in the world. The founding fathers broke with the current economic dogma and turned away from the mercantilist system that was so pervasive in Europe, opting instead for a market-oriented economy. Such an open economy requires financial institutions that can grow and adapt to the requirements of a dynamic country.

Citibank became one of those financial institutions. Indeed, Citibank is one of the few private institutions that have survived since 1812, through wars and panics, through good times and bad, while steadily building and maintaining a position of leadership at home and abroad. Located in what has turned out to be the financial center of our country, Citibank has been involved in one way or another, in one degree or another, with almost all of the major events in our country's history. And, in a larger sense, it is accurate to say that very few significant events occurring in the world do not have an impact on some of the bank's customers and therefore on its business. Like all institutions that flourish over time, the bank was and is driven by its customers' needs. These requirements are never static. New technologies, ranging from the steam engine to the microchip, produce new businesses and destroy others. As industries rise and fall, many new companies arise, prosper, and then decline as their products become obsolete or they fail to adapt to changing markets and value systems. Of the hundred largest companies in 1900, many that were leaders in that year no longer exist today. In the financial services business, of the original fifty-two banks that founded the New York Clearing House Association in 1853, twenty-two had disappeared entirely by 1910.

Not only are Citibank's customers changing, but so are the needs of each generation of customers. Governments at home and abroad continually alter the ways in which they finance their nations' development. Many countries, our own included, have changed from international debtors to international creditors and back again. That cycle will be repeated in the future. Old colonial empires have disintegrated, and new countries have appeared at such an astonishing rate that there are now almost two hundred nations in various stages of development; each has its own culture and its own financial requirements. New and varying methods of capital finance appear almost daily as old instruments are found to be no longer equal to the task. As economic development proceeds, consumers constitute a growing and more demanding sector of many economies around the world.

The revolution caused by the convergence of computers with telecommunications has moved the global marketplace from yesterday's rhetoric to today's reality. The effect of this revolution on the world of trade and finance is profound, and its consequences are still unfolding. We know that it will continue to call forth new responses to opportunities that are still hidden in the future.

Walter B. Wriston

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Introduction

This book is a case study of a consistently successful business enterprise, Citibank. Founded in 1812, it emerged in the 1890s as the largest bank in the United States. It has remained at or near the top of the financial services industry ever since.

Lasting success in business is rare. A firm rises to prominence by exploiting an attractive opportunity. But success provokes competition and induces new firms to enter the industry, eroding the initial advantage. In addition, the firm's market may stop growing, or the political climate may deteriorate. Activities once tolerated or applauded may later be perceived as improper or antisocial, provoking regulation that limits the firm's profitability and growth. Each of these factors tends to push the firm back toward the industry norm.

To succeed in the face of such eventualities, the firm must have a strategy that keeps old markets profitable and points the way to new ones. It must carry out the strategy in a manner that maintains the firm's legitimacy in the eyes of its principal constituencies—owners, employees, customers, regulatory authorities, and the general public. The firm's profits must be seen by each of the constituencies as a just reward for its effort.

The qualities that enable a firm to thrive decade after decade may be called entrepreneurship. Yet a modern business enterprise with its complex internal division of labor and its hierarchical structure, with ownership separated from management, can easily become rigid, bureaucratic, complacent. Incentives may weaken, or managers may direct them to their personal ends. To remain successful, the firm must learn how to induce managers to behave as entrepreneurs, not for their own account, but for the firm's. In short, it must institutionalize entrepreneurship. As Citibank's former chairman, Walter B. Wriston, put it, "there is no reason why you can't have an innovative bureaucracy if you put out the word that fame and fortune come from rocking the boat."¹

Choosing and executing winning strategies over a long period of time both form and reflect an institution's character, that is, its values, its traditions, its established ways of seeing problems and opportunities and of responding to them. That character comes from the firm's leaders, particularly the leaders in its formative years. Their values become its values, their policies its traditions. The corporation cannot escape the consequences of this inherited culture, with its particular combination of strengths and weaknesses. Knowledge of the firm's history is therefore of practical value to the executive. To know the history is to understand the kind of things the firm is likely to be able to do well and what it might best avoid trying to do or be.

Knowledge of the firm's history in its environment is also valuable to the executive because history is vicarious experience. Major business problems are hardy perennials; they recur in patterns and sequences that are recognizable to the imagination trained by the study of relevant history. Business history is also a story of encounters with the unexpected. Political turning points, wars, revolutions, nationalizations, and shifts in public sentiment about business have happened often before and will happen again. So, too, will periods of unusual good feeling, prosperity, expansion. Knowledge of the firm's history teaches the executive to be wary of the assumption that tomorrow will be like today. It opens his mind to the probability of the unexpected. "History must be our deliverer," Lord Acton wrote, "not only from the undue influence of other times, but from the undue influence of our own, from the tyranny of the environment and from the pressure of the air we breathe."² Business history, then, is a resource for strategic planning. Executives who know history will be better able to make it.

For society at large, business history serves a wider purpose. It deepens understanding of the modern corporation, the dominant form of nongovernmental organization in our society. It explains how the political and economic environment influences the firm and how the firm influences society. In these respects, a case history of Citibank is of considerable interest. Banking has always played a central role in the economy, and Citibank has played a leading role in banking. Size has been only one measure of its leadership; all through its history the bank has been a pioneer. It has been first, or close to it, in adopting the innovations that have shaped modern banking. It has figured prominently in the political process determining the regulation of the financial system.

The elements of banking have not changed since Citibank opened its doors in 1812. Banking was then, as it is now, primarily the business of managing risk. Banks are intermediaries; they bring together savers and investors. They buy assets suited to the preference of investors and sell liabilities suited to the preferences of savers. In doing so, banks make eco-

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conomic life more calculable and predictable both for savers and for investors. For rendering this service they earn a profit.

Banking takes three main forms, which differ in the legal liability and attendant financial risk the bank assumes. In investment banking, the bank is a wholesaler or retailer of financial claims. It acquires securities from the investor for resale to the saver. The bank bears the financial risk, until the securities are sold; thereafter, the saver bears the risk of loss and reaps the reward. In trust banking the bank agrees to administer and invest the saver's funds, assuming a trustee's special legal responsibility in return for a management fee, which may vary with the performance of the client's portfolio. In deposit or commercial banking, the bank acquires claims on investors for its own account and issues its own liabilities or deposits to savers. In important respects such as liquidity, yield, risk, and maturity, the liabilities issued differ from the claims or assets acquired. Thus, a commercial bank does not merely trade in financial claims or manage them for a client. It transforms them, assuming for its own account the risk involved.

To do any of these kinds of banking profitably, a bank needs detailed information about the preferences and financial condition of its clients as well as a knowledge of general financial conditions. Once acquired, this information can be used repeatedly, thereby spreading the cost of acquiring it over many services and allowing them to be sold more cheaply. There is, accordingly, a tendency to combine the three kinds of banking into a single institution. A bank that does so will also be able to serve customers in ways more specialized banks cannot. Because a fully integrated banking firm offers a wider range of services, it can take a more disinterested view of the relative merits of each service from the customer's standpoint and can offer him sound financial advice along with the means of following it.

Commercial banks also differ from other banks and financial institutions in that they issue liabilities—demand deposits and, until 1935, bank notes—which are used as means of payment. The service of providing a means of payment involves the commercial bank in a business distinct from and subordinate to the business of managing risk. We may call it the transactions business: the business of executing payments from one party to another. The bank is compensated for this service by explicit fees or through deposits for which it pays a lower than market rate of interest. In providing this service the bank generates information about a customer's financial condition, information that is useful in assessing his creditworthiness and in selling him other financial services. The bank's cost of producing transactions is accordingly a joint cost, and the bank realizes economies by combining its two kinds of business—risk management and transactions—in a single organization.

Because they are in the transactions business commercial banks are subject to a special regulatory regime; bank notes and demand deposits are money, and governments have always regulated the creation of money. In fact, regulation affects nearly every aspect of a commercial bank's activity. Historically in the United States, regulations have determined where a bank could operate, what services it could offer, to whom it could offer them, and at what price. Further, regulation has not been static. It has changed over time, especially in response to the major financial crises of 1837, 1907, and 1929-33. The resulting rules have reflected a compromise among the banks and their constituencies, each seeking to promote its own self-interest.³

Regulation therefore looms large in the determination of a bank's strategy. It sets limits on the choices open to the firm and its competitors, limits that an aggressive bank inevitably seeks to test and to remove. Thus, a certain amount of political activity has always been part and parcel of the business of banking. Like firms in other industries, particularly other regulated industries, banks have fought for competitive advantages in the political as well as the economic marketplace.

Within the changing limits of its franchise, Citibank has evolved from a small mercantile bank to one of the world's leading financial institutions. This is in large part a reflection of the bank's emerging internal culture. At the core of that culture is the institution's view of itself and of the proper scope of its business. First defined by the bank's early leaders, this self-perception was succinctly expressed by George S. Moore, the bank's president from 1959 to 1967 and its chairman from 1967 to 1970: "If it's financial, we do it."⁴ From this central idea there flowed a strategy of providing comprehensive financial service, a decentralized structure to carry it out, and an aggressive, innovative style.

CITI 0001860

OPP001488

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

| | | |
|--------------------------------|---|----------------------------|
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| CITIGROUP INC., | : | Citigroup, Inc. v. Capital |
| | : | City Bank Group, Inc., |
| | : | Opp. No. 91177415 |
| Opposer, | : | Citigroup Ex. 4 |
| -against- | : | |
| | : | Opposition No. 91177415 |
| | : | |
| CAPITAL CITY BANK GROUP, INC., | : | |
| | : | |
| Applicant. | : | |
| ----- | x | |

DECLARATION OF ANNE MOSES

ANNE MOSES declares under penalty of perjury as follows:

1. I am Assistant Secretary and a Senior Counsel of Opposer Citigroup Inc. ("Citigroup" or "Opposer")'s Operations & Technology and Intellectual Property law group. I am also a Vice President of Citibank, N.A. ("Citibank").
2. I respectfully submit this Declaration in support of Citigroup's opposition to Applicant Capital City Bank Group, Inc.'s ("Applicant") motion for summary judgment.

CURRENT EMPLOYMENT

3. I am a member of the New York bar. I joined the legal department of Citigroup (then Citicorp) in 1983.
4. I have been a trademark lawyer for Citigroup and its predecessors for 23 years during which time I have been involved in the filing and prosecution of trademark and service mark applications for, among other things, marks comprised of or containing the term "CITIBANK" (the "CITIBANK Marks"). I have also been involved at the senior level in the policing of these marks.

Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 183

OPP001507

5. Opposer has spent vast sums of money in advertising, using, promoting, and developing public awareness of its family of CITIBANK Marks. As a result of such expenditures and efforts, Opposer has developed a valuable reputation and enormous goodwill in its family of CITIBANK Marks.¹

IDENTIFICATION OF OPPOSER CITIGROUP

6. Citigroup is a Delaware corporation with its principal executive offices located at 399 Park Avenue, New York, New York.

7. Citigroup was formed in 1998 following the business combination of Travelers Group Inc. and Citicorp.

8. A principal subsidiary of Citigroup in the United States is Citibank.

9. Today, Citigroup is a world-renowned financial services company. Through its subsidiaries, affiliates and divisions, including Citibank, Citigroup provides a broad range of financial services to consumers and corporate customers, including such traditional commercial banking services as checking accounts, savings accounts, loans, mortgages, and credit and debit cards.

10. Citigroup's financial services are offered through Citigroup's extensive and famous family of CITI registered marks and applications (collectively, the "CITI Marks"), including its family of CITIBANK Marks, which currently consists of nine registrations. (Exs. 1-9.)

¹ See Citibank, N.A. v. City Bank of San Francisco, 206 U.S.P.Q. 997, 1004 (N.D. Cal. 1980) (finding that the CITIBANK mark "has now become world famous").

HISTORY OF CITIBANK

11. The history of Citibank is set forth at length in several documents included among Opposer's exhibits submitted in opposition to Applicant's motion for summary judgment.²

12. For example, Exhibit 15 and Exhibit 16, commemorative publications prepared by Citibank to mark its 160th and 170th anniversaries, respectively, highlight key developments and events in the bank's history. Similarly, highlights of the bank's history, particularly its pioneering efforts in developing banking through automated teller machines ("ATMs"), were featured in a lengthy article in the January 5, 1981 edition of The New Yorker. (Ex. 17.)

13. Another comprehensive source of the history of Citibank is a 300-page book entitled Citibank 1812-1970, by Harold van B. Cleveland et al. (Harvard University Press, 1985).

14. I will only briefly outline herein a few of the pivotal events in Citibank's history (which are documented in the exhibits and the Cleveland book).

15. Citibank was originally chartered on June 16, 1812 under the banking laws of New York State as the "City Bank of New York." Citibank is one of the few private banking institutions in this country that has been in continuous operation since 1812, having survived several major wars and numerous panics in the financial markets. (Ex. 15 at 17.)

16. In July 1865, Citibank converted its state charter to a national charter and changed its name to The National City Bank of New York. (Id. at 19.)

17. In the 1890s, Citibank became the largest government depository bank and held more deposits from other national banks than any other U.S. bank.

² Copies of Opposer's exhibits are annexed to the accompanying transmittal Declaration of Michael R. Jones.

18. By 1912, Citibank was the largest commercial lender to New York City businesses, and over 400 foreign banks maintained their accounts with Citibank. By 1913, Citibank had also secured a leading position in investment banking.

19. Following passage of the Federal Reserve Act in 1913, Citibank began developing a system of foreign branches to provide corporate customers with banking services around the world. By 1917, no American bank came close to matching Citibank's system of 35 foreign branches. By the end of 1967, Citibank had become the largest U.S. banking presence in the world, having 208 foreign branches in 61 countries. (Id. at 21-24.)

20. During the 1920s, Citibank became a pioneer in providing consumer banking services, including checking accounts, savings vehicles and personal loans, to the general public. Also during the 1920s, through a corporate affiliate, The National City Company, Citibank conducted what would be the first of its many national advertising campaigns. This campaign included advertisements in such prominent national publications as Harpers and the Atlantic Monthly.

21. During the post-World War II business expansion, Citibank took a leading position in responding to the rising demand for credit among small businesses and the general public, more than doubling its commercial and industrial loans and tripling its personal loans to consumers from June 1945-1948. During the 1950s, Citibank's industrial and commercial loans increased more than four times.

NATIONAL EXPANSION OF CITIBANK AND THE FORMATION OF CITICORP

22. In the mid-1960s, Citibank's management adopted the strategic goal of diversifying Citibank's domestic business to offer a more comprehensive array of financial

products and services. As a first step, Citibank's shareholders formed a one-bank holding company named First National City Corporation. The holding company was officially renamed Citicorp in March 1974, though the Citicorp name had been in use for some years before that.

23. The new holding company provided a vehicle for expanding in the rapidly growing market for financial services by building upon Citibank's well-established business. For example, in the 1970s and 1980s, Citicorp issued millions of MasterCard and Visa credit cards prominently bearing the CITIBANK mark. Millions more Americans received credit card solicitations in the mail each year as part of Citibank's direct mail campaigns.

MARKET PENETRATION

24. As reported in a January 5, 1981 New Yorker article (Ex. 17), in the late 1970s Citibank was the second largest bank in the world.

25. By 1983, Citibank's consumer loan portfolio was valued at \$29 billion dollars and 90% of its consumer earnings were generated outside of New York. (Ex. 18 at 3.)

26. By April 30, 1984, Citibank was able to report in its domestic newsletter, the Citibank News, that Citibank and Citicorp had customers in every one of the 50 states, and relationships with 11.7 million domestic households, or one out of every seven households in the country. (Id.)

DEVELOPMENT OF THE CITIBANK AND CITI FAMILIES OF MARKS

27. For the last five decades, Opposer and its operating companies have offered throughout the United States a variety of services and products under the CITIBANK Marks, including, without limitation, the following CITIBANK marks which are currently registered:

CITIBANK.³ U.S. Reg. No. 691,815 (1960); **CITIBANK**, U.S. Reg. No. 1,016,844 (1975); **CITIBANK and Compass Rose Design**, U.S. Reg. No. 1,048,704 (1976); **CITIBANK CAMPUS**, U.S. Reg. No. 2,245,102 (1999); **CITIBANK EVERYTHING COUNTS**, U.S. Reg. No. 2,402,872 (2000); **CITIBANK FAMILYTECH**, U.S. Reg. No. 2,512,302 (2001); **CITIBANK and Arc Design**, U.S. Reg. No. 2,636,299 (2002); **CITIBANK ON CAMPUS**, U.S. Reg. No. 3,155,853 (2006); **CITIBANK CLEAR CARD**, U.S. Reg. No. 3,230,656 (2007). (See Exs. 1-9.)⁴

28. The first documented use of the "Citibank" name of which I am aware was in 1897, when "CITIBANK" was used as the bank's cable address. (Ex. 10.) By the 1950s, if not earlier, Citibank identified itself and was commonly referred to in the banking/financial industry, as well as by the public, as simply "City Bank" and/or "Citibank." (E.g., Ex. 17 at 43.)

29. A federal registration for the mark CITIBANK for banking services, U.S. Reg. No. 691,815, was granted on January 19, 1960, and has since reached incontestable status pursuant to 15 U.S.C. § 1065. (See Ex. 1.)

POLICING POLICIES AND EFFORTS

30. During my 23 years as a trademark attorney at Citicorp/Citigroup, we have vigorously policed our CITI Marks, including in particular our CITIBANK Marks. I can confidently estimate that Citigroup has spent more than \$20 million dollars over the past twenty years on policing all of its CITI Marks in the United States alone.

³ The highlighting in **bold** of certain of these CITIBANK Marks indicates that such marks have reached incontestable status under 15 U.S.C. § 1065.

⁴ Citigroup's famous family of CITI Marks currently includes well over 100 members.

31. Citigroup has employed international Watch Services and local foreign trademark agents to police its trademarks since the 1980s. These Watch Services continually monitor the trademark registries around the world, including the state and federal trademark registries in the United States.

32. Citigroup's in-house trademark counsel police Citigroup's marks by, among other things, examining the Official Gazette issued by the U.S. Patent and Trademark Office ("PTO") on a weekly basis, which we have been doing since at least as early as 1984. Further, Citigroup's own employees around the world help police the company's marks by reporting to our office third-party uses of concern.

33. On numerous occasions, we have employed outside law firms to aid us in protecting the CITIBANK family of marks. These outside counsel work on PTO opposition proceedings, enforcement activities, clearance of trademarks, litigation, Trademark Trial and Appeals Board ("TTAB") appeals, acquisition of domain names, and general counseling on a variety of foreign and domestic intellectual property matters.

34. During the 1970s and 1980s, initially as FIRST NATIONAL CITY BANK, and then as CITIBANK, Citibank brought 9 lawsuits involving third-party usage of CITIBANK or phonetical twins such as "City Bank."

35. Our policing efforts have been a success. An example is Citibank, N.A. v. The City Bank of San Francisco, 206 U.S.P.Q. 997, 1007 (N.D. Ca. 1980), where the court found that that defendant's use of the name and mark CITY BANK was likely to cause confusion with our CITIBANK mark.

36. Many disputes were resolved informally. For example, following the recent publication for opposition of the marks GATE CITY BANK and GATE CITY BANK and Design

(Appl. Nos. 78/939,934 and 78/940,287) for banking services, applicant agreed to comply with Citigroup's request that the applications be abandoned. (See Ex. 19.)

37. In addition, we successfully prosecuted PTO oppositions, including against applications for registration of marks including "CITY BANK."

38. For example, in 2001, we filed a Notice of Opposition against registration of the mark FIRST CITY BANK and design for banking services (Appl. No. 75/812,420). (See Ex. 20.) The applicant agreed thereafter to abandon its application with prejudice and refile as a design mark only. (See Ex. 21.)

39. I note that Applicant asserts in its brief that the marks FIRST CITY BANK F (U.S. Reg. No. 1,088,298) and FIRST CITY BANK GROUP (U.S. Reg. No. 1,139,031 "were approved for publication or registered over Opposer's CITIBANK marks." (Appl. Br. at 19.) However, both of these registrations were cancelled more than 20 years ago. (See Schrot Decl. ¶ 6, Tbl. II.)

40. In 2007, Citigroup filed a Notice of Opposition against registration of the mark 3 CITY BANK and design (Appl. No. 78/743,914). (See Ex. 22.) The applicant thereafter agreed to abandon the application. (Ex. 23.)

41. Citigroup generally does not challenge marks which are readily distinguishable from its CITI and CITIBANK Marks. Such marks include marks where the CITY and BANK components of the mark do not appear in sequence, such as for example, CITY NATIONAL BANK. One exception, however, might be where the user highlights the CITY and BANK components of the mark so that these are the prominent components consumers are likely to see, causing the mark to be less distinguishable from Citigroup's marks.

42. Other examples of marks that we generally do not challenge are marks which include well-known geographic descriptors, particularly where the use of such marks is local and not nationwide.

43. An important factor considered by Citigroup in connection with its decision to challenge a particular mark is the geographic scope of the use of such mark and/or whether the user has applied for a federal registration of the mark. Given that federal registration conveys nationwide rights, Citigroup will generally challenge such applicants.

LOCATION OF CITIBANK BRANCHES

44. I understand that Applicant has alleged in its motion papers that Citibank "locations" are located in close proximity to Applicant's "branches." I further understand that all of Applicant's bank branches are located in Georgia, Alabama and Florida. However, I have reviewed corporate records confirming that: (i) Citibank has no branches in Georgia, Alabama or Northern Florida (except for one branch in Jacksonville located in Citibank's offices that is intended primarily for use by Citibank employees and their families), (ii) and none of Citibank's branches in Florida is located in the same town or city as any of Applicant's branches.

I declare that the foregoing is true and correct, under penalty of perjury. Executed in New York, New York on February 15, 2008.

Respectfully submitted,


ANNE MOSES

Citigroup, Inc. v. Capital
City Bank Group, Inc.,
Opp. No. 91177415
Citigroup Ex. 5

JAMES STILLMAN, President
SAMUEL SLOAN, Vice President
A. B. HEPBURN, Vice President

No. 1461.

G. S. WHITSON, Cashier
JAS. ROSS CURRAN, Asst. Cashier
W. A. SIMONSON, 2nd Asst. Cashier

THE NATIONAL CITY BANK

OF NEW YORK.

DEPOSITORY OF THE
UNITED STATES THE
STATE AND CITY OF NEW YORK.

CAPITAL & SURPLUS.
\$ 4,600,000.
CABLE ADDRESS 'CITIBANK'

New York, July 1, 1897.

Dear Sir:

We beg to inform you that we have opened a

"FOREIGN EXCHANGE DEPARTMENT,"

and are prepared to buy and sell Drafts, Cable Transfers, to issue Commercial Credits, Letters and Circular Notes of Credit, make Collections and do a general foreign banking business.

Our chief correspondents are:

Deutsche Bank, Berlin, and its branches in Hamburg, Bremen, Frankfurt a. M. and Munich.

Deutsche Bank (Berlin), London Agency, London, and the Deutsche Bank's correspondents in the principal banking centers of Europe.

Banque de Paris & des Pays-Bas, and Crédit Lyonnais, Paris.

Crédit Lyonnais, Brussels.

Messrs. Lippmann, Rosenthal & Co., Amsterdam.

Our staff and Correspondents will be happy to furnish any information or courtesy within their power, to our friends.

Respectfully,

G. S. Whitson, Cashier.

CITI 0002503

ESTTA Tracking number: **ESTTA442588**

Filing date: **11/22/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

| | |
|------------------------|---|
| Proceeding | 91201920 |
| Party | Plaintiff Citigroup Inc. |
| Correspondence Address | BRUCE GOLDNER SKADDEN ARPS SLATE MEAGHER & FLOM LLP FOUR TIMES SQUARE NEW YORK, NY 10036-6522 UNITED STATES bgoldner@skadden.com, kplevan@skadden.com, limor.robinson@skadden.com, smarquez@skadden.com |
| Submission | Motion to Amend Pleading/Amended Pleading |
| Filer's Name | Bruce Goldner |
| Filer's e-mail | bgoldner@skadden.com, kplevan@skadden.com, limor.robinson@skadden.com, smarquez@skadden.com |
| Signature | /Bruce Goldner/ |
| Date | 11/22/2011 |
| Attachments | CITIAIR - 11-22-11 Amended Opposition Notice - Opp. 91201920.pdf (16 pages) (451076 bytes) |

Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer NOR Ex. 567

Opposer Ex. 4

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

----- x

| | | |
|-----------------|---|-------------------------|
| CITIGROUP INC., | : | |
| | | Serial No. 85/219,849 |
| Opposer, | : | |
| | | Opposition No. 91201920 |
| -against- | : | |
| CITIAIR, LLC, | : | |
| Applicant. | : | |

----- x

AMENDED NOTICE OF OPPOSITION

Citigroup Inc. ("Opposer"), a Delaware corporation with its principal office at 399 Park Avenue, New York, New York, believes that it would be damaged by the registration of the mark CITIAIR (and Design), shown in U.S. Trademark Application Serial No. 85/219,849 ("Applicant's Mark"), to Citiair, LLC ("Applicant"), and hereby opposes same.

Opposer alleges upon personal knowledge for its own acts and upon information and belief with respect to all other matters, as follows:

The CITI Marks

1. At all relevant times, Opposer was and is the famous financial services company that owns a family of CITI service marks and trademarks.
2. The federally registered mark CITI, U.S. Reg. No. 1,181,467, was granted on December 8, 1981, and has since reached incontestable status pursuant to 15 U.S.C. § 1065.

3. For the last four decades, Opposer and its operating affiliates have offered, throughout the United States and worldwide, a variety of services and products under numerous federally registered CITI marks, including, without limitation, the following: **CITI**, U.S. Reg. No. 1,181,467; **CITIBANK**, U.S. Reg. No. 691,815; **CITI NEVER SLEEPS**, U.S. Reg. No. 1,104,470; **CITIDIRECT**, U.S. Reg. No. 2,261,622; **CITITRAVEL**, U.S. Reg. No. 2,954,363; **CITIMILES**, U.S. Reg. No. 1,878,857; and **CITIRAIL**, U.S. Reg. No. 1,651,021.¹ These marks, as well as additional federally registered, applied-for, and/or previously registered CITI marks upon which Opposer intends to rely in this proceeding, and, inter alia, information regarding the goods and services for which said marks are registered, are sought to be registered, or previously were federally registered upon which Opposer relies herein for its Opposition, are set forth in Exhibit A hereto.

4. Opposer and its operating affiliates have also offered, throughout the United States and worldwide, a variety of services and products under numerous CITI marks (collectively with Opposer's registered CITI marks, the "CITI Marks"), protected by common law. These marks and, inter alia, information regarding the goods and services in connection with which said marks have been used, are set forth in Exhibit B hereto.

5. Opposer and its operating affiliates have for many years used a number of different CITI-prefixed vanity telephone numbers in connection with the provision of goods and services. These phone numbers, and information regarding goods and services in connection with which said phone numbers have been used, are set forth in Exhibit B hereto.

¹ The highlighting in **bold** of certain of these CITI Marks indicates that such marks have reached incontestable status under 15 U.S.C. § 1065.

6. The marks identified in Exhibits A and B constitute a family of CITI Marks.

7. Over twenty years ago, Opposer began offering incentive award programs in connection with one or more of its CITI Marks, under which, for instance, consumers could use credit cards branded with one or more CITI Marks to earn points for subsequent redemption for travel arrangements, including airline travel. Currently, Opposer offers an online booking tool on its website to allow consumers to redeem these points for various travel arrangements including flights, hotels, cars, travel packages, and activities. These programs have become a key service offered by Opposer under its family of CITI Marks. As a result, when consumers convert points earned through such credit card usage into travel arrangements, they do so in association with the CITI Marks.

8. Opposer has spent substantial amounts, and devoted considerable time and energy, in advertising, using, promoting, marketing, and developing public awareness for its family of CITI Marks and individual members of its family of CITI Marks. As a result of such expenditures and efforts, Opposer has developed a valuable reputation and enormous goodwill in its family of CITI Marks, as well as in individual members of its family of CITI Marks.

9. The family of CITI Marks, as well as individual members of the family of CITI Marks, are famous as that term is used in Section 43(c) of the Lanham Act.

10. The family of CITI Marks, as well as individual members of the family of CITI Marks, became famous well prior to Applicant's first use of Applicant's Mark.

**Likelihood of Confusion and Likelihood
of Dilution Caused by Applicant's Mark**

11. Applicant's Mark is highly and/or substantially similar to individual members of Opposer's family of CITI Marks, and contains the same dominant element, CITI, as the family of CITI Marks, such that consumers will believe that Applicant's Mark is a member of the family of CITI Marks.

12. Applicant also uses the toll-free telephone number 1-888-CITI-697 in connection with the provision of its goods and services, which also uses the same dominant element, CITI, as the family of CITI Marks, including Opposer's own CITI-prefixed vanity telephone numbers.

13. The services cited by Applicant under Applicant's Mark, specifically "Travel booking agencies," are related to services Opposer has offered under its family of CITI Marks.

14. Accordingly, Applicant's Mark is likely to cause confusion with Opposer's family of CITI Marks, and/or with individual members of Opposer's family of CITI Marks.

15. The registration of Applicant's Mark would grant Applicant rights to which it is not entitled, and would be inconsistent with the prior and established rights of Opposer in its family of CITI Marks and in individual members of its family of CITI Marks.

16. The registration of Applicant's Mark by Applicant is likely to dilute the distinctiveness of Opposer's family of CITI Marks, and in individual members of Opposer's family of CITI Marks, by blurring the considerable source-identifying power of Opposer's family of CITI Marks and of individual members of its family of CITI Marks.

By reason of the foregoing, Opposer will be damaged by the registration of Applicant's Mark to Applicant.

WHEREFORE, Opposer respectfully requests that the Notice of Opposition be sustained and the registration of Applicant's Mark to Applicant be refused.

Dated: New York, New York
November 22, 2011

Bruce Goldner
Kenneth Plevan
Limor Robinson
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Four Times Square
New York, NY 10036
(212) 735-3000 (telephone)
(212) 735-2000 (facsimile)

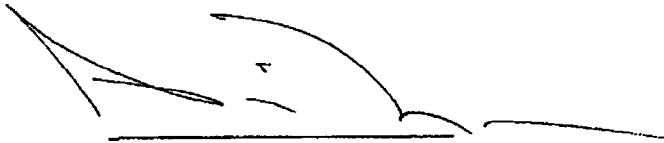
Attorneys for Opposer Citigroup Inc.

By: 

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing Notice of Opposition has been served on counsel for Citiair, LLC by mailing said copy on November 22, 2011 via First Class Mail, postage prepaid to:

Matthew H. Swyers
The Trademark Company
344 Maple Avenue West, Suite 151
Vienna, Virginia 22180-5612

A handwritten signature in black ink, appearing to read 'Sylvia Marquez', written over a horizontal line.

Sylvia Marquez
Trademark Legal Assistant



Exhibit A

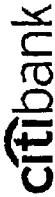

Selected Historic and Current Registered/Applied-for CITI Marks¹

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|-------------------|---|---------------------------------------|---|-------------------|
| 1. | CITITRAVEL | <p>Class 35: Benefits programs offered to credit card holders, namely, promoting the goods and services of others through special promotions, sponsorships and discounts for travel, hotel, restaurant, parking and automobile rentals.</p> <p>Class 39: Benefits programs offered to credit card holders, namely, travel planning services in the nature of making reservations and bookings for transportation.</p> <p>Class 43: Benefits programs offered to credit card holders, namely, travel planning services in the nature of making reservations and booking for temporary lodging.</p> | 2954363 | 5/24/2005 | |
| 2. | CITIMILES | <p>Class 35: Incentive award program promoting the use of credit cards.</p> <p>Class 36: Credit card services.</p> | 1878857 | 2/14/1995 | |

¹ Highlighting in bold indicates that the mark has reached incontestable status under 15 U.S.C. § 1065.

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|----------|---|---------------------------------------|---|-------------------|
| 3. | CITIRAIL | Class 36: Rail equipment financing services. Class 39: Rail equipment leasing services. | 1651021 | 7/16/1991 | |
| 4. | CITI | Class 36: Financial services, namely, extending consumer and industrial loans to others; credit card servicing and the purchasing and servicing of consumer receivables associated therewith; commercial lending; servicing loans and extensions of credit; real estate lending; mortgage financing and mortgage servicing; investment advisory and financial advisory services; providing venture capital to others. | 1181467 | 12/08/1981 | |
| 5. | CITI | Class 35: Monitoring consumer credit reports and providing notifications as to changes therein. Class 36: Providing credit consultation and inquiry services; providing information on credit education. | 3086206 | 4/25/2006 | |

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|---|--|---------------------------------------|---|-------------------|
| 6. |  | <p>Class 36: Financial sponsorship of film performances and dance, theater, music and performing art productions.</p> <p>Class 41: Entertainment services, namely, organizing, conducting and presenting performing arts productions, providing theatre facilities for the performing arts; and educational services, namely, conducting classes and programs in the fields of theaters, dance music and performing arts.</p> | 3441460 | 6/03/2008 | |
| 7. |  | <p>Class 35: Providing information regarding online retail shopping services via a global computer network.</p> <p>Class 36: Financial services, namely, banking; credit card; commercial and consumer lending and financing; trust, estate, and fiduciary management, planning and consulting; securities and fund investment and investment advisory consulting services; facilitating secure financial transactions, namely, electronic funds transfers, electronic cash transactions, electronic credit card transactions, electronic bill payment, and electronic debit transactions; providing online interactive news and information in the banking and financial industries provided via a global computer network.</p> | 2424088 | 1/23/2001 | |

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|---|---|---------------------------------------|---|-------------------|
| 8. | CITI NEVER SLEEPS | Class 36: Financial services-namely, electronic banking services. | 1104470 | 10/17/1978 | |
| 9. | CITIBANK | Class 36: Banking services. | 691815 | 1/19/1960 | |
| 10. |  | Class 35: Promoting the sale of bank accounts and bank card usage through the administration of customer loyalty, incentive reward, and incentive redemption programs; providing financial service customer loyalty and incentive rewards programs. | 3622937 | 5/19/2009 | |
| 11. |  | Class 36: Financial services; namely, banking; electronic credit card transactions; commercial and consumer lending and financing; securities and mutual fund investment, brokerage and trading services; investment advisory and consulting services; securities brokerage and trading services; providing secure financial transactions in the nature of electronic cash transactions, electronic credit card transactions, electronic debit transactions, electronic check processing transactions and electronic transmission of bill payment data via a global computer network. | 2636299 | 10/15/2002 | |

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|---------------------------|--|---------------------------------------|---|-------------------|
| 12. | CITIGROUP | Class 36: A full range of insurance and financial services; banking services; credit card services; securities trading, consulting and underwriting services; investment services. | 2406753 | 11/21/2000 | |
| 13. | CITI BONUS CASH CENTER | Class 35: Promoting credit card services and the goods and services of others through a credit card customer loyalty and reward program. | 3419264 | 4/29/2008 | |
| 14. | CITIBUSINESS | Class 36: Financial services, namely, banking, credit cards. | 2263621 | 7/20/1999 | |
| 15. | CITI CASHRETURNS | Class 35: Credit card user loyalty and reward programs, namely, providing cash and other rebates for credit card use. Class 36: Credit card services. | 3,419,395 | 4/29/2008 | |
| 16. | CITIDIRECT | Class 36: Financial services, namely, providing a full line of banking and financial services accessed and provided via computer and global computer network. | 2261522 | 7/13/1999 | |
| 17. | CITIDOLLARS | Class 35: Credit card user loyalty and reward programs, namely providing cash and other rebates for credit card use. Class 36: Credit card services. | 3412382 | 4/15/2008 | |

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|---------------|----------------|---|---|---|--------------------------|
| 18. | CITI EXECUTIVE | Class 35: Credit card customer loyalty and incentive reward programs. Class 36: Credit card services. | 4036335 | 10/04/2011 | |
| 19. | CITI FIELD | Class 41: Organizing sports, recreational, cultural and entertainment events for public exhibition. Class 43: Arena services, namely, providing facilities for sports, concerts, conventions and exhibitions. | 3635724 | 6/09/2009 | |
| 20. | CITI FORWARD | Class 35: Promoting the sale of credit card accounts through the administration of consumer loyalty and reward programs. Class 36: Credit card services. | 3702463 | 10/27/2009 | |
| 21. | CITIGOLD | Class 36: Banking services, investment consultation and asset management. | 1824600 | 3/01/1994 | |
| 22. | CITIMANAGER | Class 36: Financial services, namely, credit card program maintenance, management and reporting services; facilitating secure financial business transactions all provided via global computer network. Class 38: Providing multiple user access to a global computer information network. | 2565005 | 4/30/2002 | |
| 23. | CITI THANKYOU | Class 36: Credit card services. | 3948111 | 4/19/2011 | |

| Number | Mark | Goods and/or Services | Registration No. (Application No.) | Registration Date (Application Date) | Cancellation Date |
|--------|------------------------------|--|---------------------------------------|---|-------------------|
| 24. | CITI THANKYOU | Class 35: Promoting the goods and services of others through administration of incentive reward and redemption programs by distributing rewards for credit and debit card use, and for banking and wealth management customer loyalty. | 3956034 | 5/03/2011 | |
| 25. | CITI THANKYOU | Class 36: Providing debit cards, charge cards, gift cards, and stored value pre-paid card services. | (85249391) | (2/23/2011) | |
| 26. | CITICARD | Class 36: Banking services, namely, check cashing services. | 1024861 | 11/11/1975 | 8/19/2006 |
| 27. | CITICARD | Class 36: Financial services, namely electronic funds transfer and access system. | 1423239 | 12/30/1986 | 10/6/2007 |
| 28. | CITICORP TRAVELERS CHECKS | Class 36: Financial services, namely, the issuance and redemption of traveler's checks. | 1380723 | 1/28/1986 | 11/4/2006 |
| 29. | IT'S YOUR CITI | Class 36: Banking services. | 1381750 | 2/04/1986 | 10/7/1992 |

Exhibit B

Selected Historic and Current Common Law CITI Marks

| <u>Number</u> | <u>Mark</u> | <u>Goods and/or Services</u> |
|----------------------|--|---|
| 1. | CitiMiles¹ | Credit card services; incentive award program promoting the use of credit cards. |
| 2. | CITI SPECIALS | Discount/incentive award program promoting the use of credit cards. |
| 3. | CITI CARDS | Credit card services. |
| 4. | CITIBANK ONLINE | Online banking and other financial services. |
| 5. | CITI, CITI PLATINUM SELECT, CITI DIVIDEND ² | Credit card services; Discount/incentive award program promoting the use of credit cards. |
| 6. | 1-800-321-CITI, 1-800-ASK-CITI, 1-888-ASK-CITI, 1-888-CITIBANK, 1-888-CITIGOLD, 1-800-CITI-ATM, 1-800-905-CITI, 1-800-CITI-YES, 1-800-441-CITI, 1-800-336-CITI, 1-800-328-CITI, 1-800-967-CITI, 1-800-CITI-IRA | A full array of financial, credit card, and banking services. |

¹ This common law usage is depicted in a federal registration, U.S. Reg. No. 1880842, registered on February 28, 1995.

² These marks are used in connection with one or more third party marks, including Mastercard, Visa, American Express, Aadvantage, and Hilton Honors.



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Cash Management

Citibank® Commercial Cards CitiManager® Web Site

Acceptance around the world. Flexible, comprehensive online reporting. These are the details that make a difference when you are looking for a commercial card provider to help manage your expenditures, streamline your financial processes, and improve your bottom line.

Whether your needs are local or global, Citi can customize a solution that puts you in control of your travel or purchasing card program. Get the most advanced payment, reporting and expense management tools in the industry. And the transaction details you need—when you need them—so you can manage your business more effectively. All backed by the security, trust and world class customer service you expect from Citi.

Learn more about how Citibank® Commercial Card solutions can help you take care of the details—just choose an area of interest from the left-hand menu.

Web-Based Tools

Registered users can access our Web-based tools through the following links:

- CitiDirect® Card Management System
- Citibank® Custom Reporting System
- Citibank® Electronic Reporting System
- Citibank® Online Statements
- Citibank® Global Card Management System

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**Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 36**



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Cash Management

Citibank® Commercial Cards

Overview and Global Capabilities

Citibank® Commercial Cards delivers the most widely accepted purchasing, corporate travel and one card solutions to multinational corporations throughout the world. In fact, we are the only bankcard issuer in the industry to deliver local currency, local language programs to our clients around the globe using only our own proprietary systems and customer service operations. Other providers are forced to form alliances or use franchises to deliver a seemingly "global" program. So, when you work with Citibank Commercial Cards you are assured of unmatched consistency of quality, product delivery and customer service across North America, Europe, Latin America and Asia. And, your cardholders receive unparalleled acceptance due to our relationships with both Visa and MasterCard.

Citibank Commercial Cards currently has best-in-class commercial card programs in

| | | |
|----------------|-------------|----------------|
| Argentina | Hong Kong | Portugal |
| Australia | Hungary | Puerto Rico |
| Austria | India | Romania |
| Belgium | Ireland | Russia |
| Bulgaria | Italy | Singapore |
| Canada | Japan* | Slovakia |
| Czech Republic | Kazakhstan | Spain |
| Denmark | Korea | Sweden |
| Finland | Mexico | Switzerland |
| France | Netherlands | United Kingdom |
| Germany | Norway | United States |
| Guatemala | Poland | Venezuela |

Driven by client demand, Citibank Commercial Cards will continue to expand to other countries in Europe, the Middle East, Africa, Latin America and Asia.

Specifically, Citibank Commercial Cards offer you:

- A worldwide presence with multicurrency capabilities
- Local language customer service
- Globally managed implementation, program expansion and data consolidation for unmatched product consistency
- Custom program design and reporting capabilities for seamless compliance with local regulations
- Global supplier sign-on support
- A universal approach to program agreements

In addition, our suite of solutions is backed by the advanced technology and depth of data you need to streamline processes – ultimately helping you reduce costs and better manage corporate spending. And, as with all Citi offerings, you'll always have access to our

best-in-class customer services team, any time of the day or night, from anywhere in the world.

Data management and reporting

Because we understand how critical managing and monitoring the details of your card program is, Citibank Commercial Cards offers comprehensive and flexible transaction information. With this incredible depth and breadth of information, you are able to effectively manage your business capital and strengthen your bargaining power with global vendors.

Powerful technology

Citibank Commercial Cards offers you an array of Web-based program management tools designed specifically to help you streamline payment, reporting, spend analysis, global data consolidation and other critical day-to-day processes. All this is supported by state-of-the-art technology developed to work seamlessly with your existing systems, and proprietary processing systems that ensure the security and integrity of all your data and transactions.

Partner with an industry leader

By leveraging the global infrastructure of Citi, as well as their more than a century's worth of experience in financial services, Citibank Commercial Cards is uniquely positioned to provide the most comprehensive, robust card programs available – in your local currency, and your local language. So, whether you want to customize a new card program, or re-engineer and expand an existing one – [contact us](#) today and a dedicated Citi account team will develop the most effective solution for your organization.

*In Japan, cards are issued by Citi Cards Japan, Inc.

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Cash Management

Citibank® Commercial Cards Corporate Services

At Citi, we know that managing and monitoring the details of your organization's travel and entertainment expenses is just as important as the worldwide convenience a Citibank® Commercial Card provides your employees.

That is why we offer the most comprehensive and flexible transaction information available – from line-item and folio-level details to consolidated global transaction data. With this information, you are able to look beyond the details to more effectively manage your business capital and strengthen your bargaining power with vendors.

Whether you want to customize a new card program, or re-engineer and expand an existing one, a dedicated Cit account team will develop the most effective solution for your organization. Plus, you'll always have access to our best-in-class customer services team, any time of the day or night, from anywhere in the world.

Tap the financial and technical expertise of a trusted industry leader, with:

- Comprehensive data management and reporting
- Unmatched global capabilities
- Powerful technology
- Ongoing consultative support

Read more about Citi's payment and reporting [solutions](#), or [contact](#) our Commercial Cards team to learn more about how we can deliver the details for your business.


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Cash Management

Citibank® Commercial Cards Solutions

Citibank® Commercial Cards combines traditional corporate travel and purchasing card programs with the most advanced technology and data reporting tools available. Whether your needs are local or global, Citibank has a solution to meet your organization's needs – providing the details and the systems you need to improve your financial processes ... and your bottom line.

Card Solutions

Citibank® Purchasing Card: Simplified procurement and payment processes for a wide range of goods and services – from office supplies to professional services and everything in between

Citibank® Corporate Card: Effective and efficient travel expense management, with valuable benefits for your company and cardholders

Citibank® One Card: Combined functionality of two or more Citibank Commercial Cards products simplifies expense management.

Citibank® Fleet Card: Convenient payment and tracking of fuel, repair and maintenance expenses for commercial vehicles

Working Capital Solutions

Citibank® Electronic Account: A complement to your Purchasing Card program, this solution for medium to high-ticket payments offers efficient, electronic payment processing and settlement that improves cash flow management and supplier relationships

Online Program Management and Reporting Tools

CitiDirect® Card Management System: Powerful technology for online card program management, reporting and analysis

Citibank® Custom Reporting System: An easy-to-use application for creating customized reports from over 600 data elements

Citibank® Electronic Reporting System: Streamlined management and distribution of transaction reports and files

Citibank® Global Data Repository: A proprietary Citi capability that consolidates transaction data from 40 countries for global reporting and analysis

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Plus, we are always introducing new capabilities to enhance your programs. Features such as declining balance and an integrated phone card solution, as well as an event spending management solution that can be added to your Citibank® Purchasing Card, Citibank® Corporate Card or Citibank® One Card program.

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Cash Management

Citibank® Commercial Cards

Citibank® Purchasing Card

The Citibank® Purchasing Card provides an efficient, streamlined approach to purchasing and paying for an increasingly wide range of goods and services needed to run your business... from office supplies to professional services ... and everything in between.

But that is not all. Because the success of your purchasing program lies in the details, knowing when, where and how much your company spends. Citi offers comprehensive and flexible transaction information available. The details we deliver will provide you with valuable negotiating power for dealing with your suppliers.

Data Management and Reporting

The Citibank Purchasing Card program offers a host of information management solutions that make it easier for you to comply with local regulations, ensure compliance with organizational policies, better understand spending patterns and negotiate with vendors on a global basis, with:

Standard Reports: Monthly, quarterly or annual reports, designed to meet your management and accounting needs

Citibank® Custom Reporting System: An easy-to-use application that lets you customize reports from more than 600 data elements

Citibank® Electronic Reporting System: For receiving and managing files and reports online

CitiDirect® Card Management System: Advanced technology for online card program administration, management and reporting

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Citi Is Your One Global Solution

Citi is the only U.S. based provider that offers local currency commercial card programs in more than 40 countries, ensuring consistency in our products, quality and customer service around the globe. In addition, the Citibank Purchasing Card is accepted at over 24 million locations worldwide.

Innovative Solutions

A perfect complement to your Citibank Purchasing Card program, the **Citibank® Electronic Account** provides an innovative payables solution for direct and indirect procurement. Used for high-ticket payments, combining superior transaction processing and settlement, companies can free up working capital by extending days payables outstanding (DPO), while, at the same time, accelerating payments to your suppliers.

Ongoing Consultative Support

A dedicated account team will create a program to meet your needs, or re-engineer and expand an existing one. Plus, your cardholders will enjoy round-the-clock access to knowledgeable customer support from anywhere in the world.

Unrivaled Benefits

An industry leader, Citi offers value-added features and benefits that surpass standard purchasing card programs – providing greater convenience for your employees and better control for you, including:

Authorization controls to manage and control employees' spending

Merchant category code definitions, limiting use to approved vendors
The ability to capture and report on supplemental data from the point-of-sale
A declining balance capability—for short-term expenses such as relocation, uniform allowances, special events and unique projects, or for emergencies/unforeseen situations

In addition, the Citibank Purchasing Card creates a more cost-effective, streamlined purchasing and payment process – enabling you to replace individual vendor payments and hundreds of separate invoices with one central payment to your supplier.

| | Average Cost per Transaction | Average Time per Transaction |
|-------------------------------------|------------------------------|------------------------------|
| Pre-Purchasing Card Implementation | \$83.09 | 54 minutes |
| Post-Purchasing Card Implementation | \$22.98 | 14 minutes |

Source: Visa *Best Practices Management Guide*

Your suppliers will also benefit from:

Reduced DSO (Days Sales Outstanding) and increased cash flow—payment received in two days
Assured payment—removes the burden of invoicing and collections

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Cash Management

Citibank® Commercial Cards

Citibank® Corporate Card

The most widely accepted travel card in the world also offers you the most comprehensive and flexible information about your card transactions. That is because we understand that knowing when, where and how much your organization spends gives you more control over your travel-related expenditures – and provides valuable negotiating power for dealing with your vendors.

At Citi, we deliver the details you need – from line-item and folio-level details to consolidated global transaction data...and everything in between. With access to this level of information, you can look beyond the details...to simplify travel expense management and speed decision-making. Better yet, Citi's advanced technology and online management and reporting tools are all backed by our best-in-class customer service.

Data Management and Reporting

A host of information management solutions seamlessly integrate with your financial systems, making it easier to comply with local regulations, ensure compliance with organizational policies, better understand spending patterns and negotiate with vendors on a global basis, with:

Standard Reports: Monthly, quarterly or annual reports, designed to meet your management and accounting needs, include cardholder and account data, vendor analyses, sales tax information and more

Citibank® Custom Reporting System: An easy-to-use application that lets you choose the data you need from more than 600 data elements to create customized reports

Citibank® Electronic Reporting System: For receiving and managing files and reports online

CitiDirect® Card Management System: Advanced technology for online card program management, reporting and analysis

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Citi is Your One Global Solution

Citi is the only U.S. based provider that offers local currency commercial card programs in more than 40 countries, ensuring consistency in our products, quality and customer service around the globe. In addition, the Citibank Corporate Card is accepted at over 24 million locations worldwide and provides cash access at more than 1,500,000 ATM locations.

Ongoing Consultative Support

A dedicated account team will create a program to meet your needs, or re-engineer and expand an existing one. Plus, your cardholders will enjoy round-the-clock access to knowledgeable customer support from anywhere in the world.

Unrivaled Benefits

An industry leader, Citi offers value-added features and benefits that surpass standard corporate card programs:

Authorization controls for managing spending at the company and cardholder levels, including limits on transactions, cash access and vendor selection
 Enhancements, such as the declining balance feature, as well as an integrated

phone card and event spending management solutions

Fraud detection system that monitors cardholder account activity

Travel accident, primary car rental and lost luggage insurance, as well as travel and emergency assistance

VAT reclaim services for expenses incurred in the European Union

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Cash Management

Citibank® Commercial Cards

Citibank® One Card

The Citibank® One Card combines the functionality of two or more Citibank® Commercial Cards offerings into a single card. Combine purchasing, travel and/or fleet cards to better manage and control your expenses – across your organization and around the world.

We know that managing your cash flow requires paying attention to the details, so we provide the most comprehensive and flexible data management and reporting tools available. From line-item and folio-level details to consolidated global transaction data, you can identify what is being purchased – where, when and at what price.

As the industry leader in payment, settlement and information management solutions, we bring you unsurpassed card program benefits.

Data Management and Reporting

A host of information management solutions seamlessly integrate with your financial systems, making it easier to comply with local regulations, ensure compliance with organizational policies, better understand spending patterns and negotiate with vendors on a global basis, with:

Standard Reports: Monthly, quarterly or annual reports, designed to meet your management and accounting needs, include cardholder and account data, vendor analyses, sales tax information and more

Citibank® Custom Reporting System: An easy-to-use application lets you choose the data you need from more than 600 data elements to create customized reports

Citibank® Electronic Reporting System: For receiving and managing files and reports online

CitiDirect® Card Management System: Advanced technology for online card program management, reporting and analysis

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Citi is Your One Global Solution

Citi is the only U.S. based provider that offers local currency commercial card programs in more than 40 countries, ensuring consistency in our products, quality and customer service around the globe. In addition, the Citibank One Card is accepted at over 24 million locations worldwide.

Powerful Technology

Citibank-managed processing systems handled billions of dollars annually in one card transactions and ensure the security and integrity of your data.

Ongoing Consultative Support

A dedicated account team will create a program to meet your needs, or re-engineer and expand an existing one. Plus, your cardholders will enjoy 24/7 support from our best-in-class customer service team.

Unrivaled Benefits

An industry leader, Citi offers value-added features and benefits that surpass standard corporate card programs:

Authorization controls for procurement, travel and entertainment, and fleet

categories

Limit-setting at the company and cardholder levels for spending, transactions, cash access and vendor selection

One central invoice for all card transaction

Enhancements, such as the declining balance feature, an integrated phone card and event spending management solutions


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Cash Management

Citibank® Commercial Cards

Citibank® Fleet Card

Citi understands that controlling your fleet expenses requires managing the details of fleet-related transactions. That is why the Citibank® Fleet Card program provides comprehensive and flexible information management tools for analyzing spending and usage patterns, while also helping you streamline the management and payment of vehicle fleet expenses with a single card for fuel, maintenance and repair costs.

Unrivalled Benefits

A complement to your Citibank® Purchasing Card or Corporate Card program, the Citibank Fleet Card* offers benefits not found in other fleet card programs, including:

- The flexibility to assign cards to drivers or vehicles, depending on how you need to track expenses
- Built-in controls that help to ensure compliance with company policies
- Acceptance at virtually all U.S. fuel and maintenance locations
- The ability to set spending restriction for fuel only, fuel and repair/maintenance, or maintenance only
- Point-of-sale prompts for an odometer or PIN entry for added security
- Authorization limits based on spend amount, number of transaction and vendor type

Data Management and Reporting

As with all Citibank® Commercial Cards, our Fleet Card offers information management solutions that seamlessly integrate with your financial systems, making it easier to comply with local regulations, enforce corporate policies and better understand spending patterns. Take advantage of:

Standard Reports: Monthly, quarterly or annual reports, designed to meet your management and accounting needs, include cardholder and account data, vendor analyses, sales tax information and more

Citibank® Custom Reporting System: An easy-to-use application lets you choose the data you need from more than 600 data elements to create customized reports

Citibank® Electronic Reporting System: For receiving and managing files and reports online

CitiDirect® Card Management System: Advanced technology for online card program management, reporting and analysis

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Ongoing Consultative Support

A dedicated account team will create a program to meet your needs, or re-engineer and expand an existing one. Plus, your cardholders will enjoy 24/7 support from our best-in-class customer service team.

*Citibank Fleet Card is not available as a stand-alone product.


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Cash Management

Citibank® Commercial Cards

Citibank® Electronic Account

Payment Efficiency and Improved Working Capital Management

The Citibank® Electronic Account is an innovative payables solution designed for corporations and government organizations to use for direct and indirect procurement. By combining superior transaction processing and settlement you are able to maintain or extend payables, while accelerating payments to your suppliers. Paper-intensive payment processes are simplified, and a straight-through automated process facilitates the payment for your goods and services. Plus, the Citibank Electronic Account is designed to work with your existing accounts payables, ERP platform and workflow or electronic invoice payment and presentment (EIPP) systems.

A Win-Win Solution

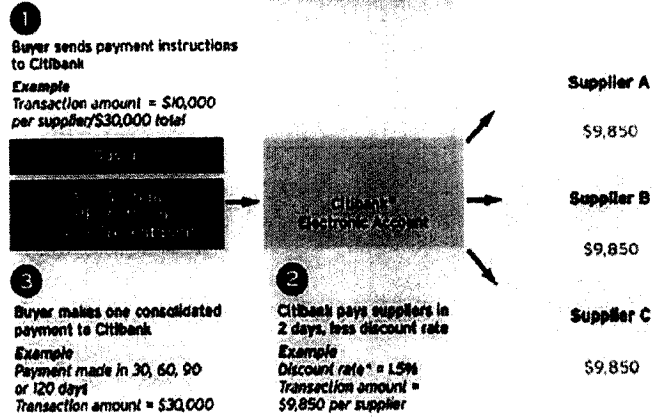
The Citibank Electronic Account will deliver a wide range of features and benefits to you and your suppliers, including:

CITIBANK ELECTRONIC ACCOUNT

| FEATURES | BENEFITS |
|------------------------------------|---|
| Automated Payment Mechanism | Lower Cost of Payment Processing <ul style="list-style-type: none">• One payment to Citibank versus multiple payments to suppliers• Reduced check/postage/labor fees associated with manual check payments, as well as transaction fees• Minimal connectivity requirements |
| Flexible Payment Terms | Improved Cash Flow and Reduced Working Capital Cost <ul style="list-style-type: none">• Buyer can select payment terms of 30, 60, 90, or 120 days• Buyer can maintain or extend DPO• Reduced interest expense and improved margins |
| Pricing | Low Cost Solution for Buyer and Supplier <ul style="list-style-type: none">• No transaction, account maintenance or implementation fees for the buyer• Competitive discount rate charged to supplier for early payment |
| Revenue Opportunity | Revenue Opportunity for Your Business <ul style="list-style-type: none">• Additional revenue (rebate) from early payment discounts may be paid to buyer |
| Level III Data | Improved Reporting <ul style="list-style-type: none">• Level III detail can be provided to buyer and supplier with each transaction |
| Billing | Improved Reconciliation <ul style="list-style-type: none">• Monthly electronic statement detailing prior month's transactions |
| Supplier Settlement Terms | Improved Supply Chain Relationships <ul style="list-style-type: none">• Improved cash flow for suppliers via 2-day settlement• No need to re-negotiate terms• Reduced collection costs• Minimal connectivity requirements |

How It Works

CITIBANK ELECTRONIC ACCOUNT IN YOUR PAYMENT PROCESS



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Cash Management

Citibank® Commercial Cards

CitiDirect® Card Management System

When it comes to effectively managing your card program Citi knows that your success lies in the details.

That is why the CitiDirect® Card Management System is a comprehensive administration system that lets you manage your card program at the account level...online. Customized to fit your financial system interfaces and processes, our card management system provides a single point of access for:

- Reviewing, reconciling, splitting and reallocating transactions
- Creating and modifying accounts, as well as setting up or changing controls for individual cardholders
- Review and approval of cardholder statements

Ongoing Consultative Support

A dedicated account team will ensure that integration with your system goes smoothly. Additionally, you will have access to Help Desk support, as well as comprehensive online learning and self-help tools.

Capabilities

General

- Password management and customizable access controls
- User guides for program administrator and cardholder training
- Extended capabilities for integration with your financial systems and processes
- Secure electronic access to your program data
- Daily updates of program information

Card Management

- Create new accounts and specify account controls
- View and modify account information, as well as hierarchy and business unit information

Transaction Data

- Access individual transactions based on specific search criteria
- Review, reconcile and reallocate transactions
- Integrate transaction files with your financial accounting systems, choosing from several options for file layout and delivery
- Retrieve online statements by cardholder, cycle or statement status
- Review and approve statements
- Initiate transaction disputes and monitor their status

Comprehensive Reporting

The CitiDirect Card Management System provides online reports to meet your information needs with reports tailored to specific sales tax and accounting functions. In addition, it allows access to a host of powerful data management and reporting tools, including:

Citibank® Electronic Reporting System for receiving and managing files and reports online

Citibank® Custom Reporting System, an easy-to-use application for customizing reports from more than 600 data elements


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Cash Management

Citibank® Commercial Cards

Citibank® Custom Reporting System

Managing your cash flow can be a daunting task if you don't have the data you need when you need it. That's why Citibank® Commercial Cards offers the most comprehensive online tools available for capturing and managing information related to your card transactions – from line-item details to consolidated transaction data at a global level and everything in between.

No matter which Citibank Commercial Cards program you use, the Citibank Custom Reporting System provides you with precisely the details you need to:

- Negotiate with vendors on a regional or global basis
- Better understand corporate spending habits
- Ensure compliance with organizational policies

Unsurpassed Global Capabilities

Only Citi can offer consolidated, normalized global card transaction data thanks to our proprietary Citibank® Global Data Repository.

Comprehensive Data, Flexible Delivery

Create dynamic queries with easy-to-use wizards and download data into spreadsheet, database or word processing format – all from a single application, available in eleven languages, that provides you with:

- Online access to over 600 data elements, including level III detail
- Stored customizations by user for faster report set-up
- E-mail notification so you can retrieve reports at your convenience
- The ability to schedule reports to run when you need them
- The capability to "drill down" to deeper levels of detail
- On-the-fly design capability

Ongoing Support

Global proprietary processing systems ensure the security and integrity of your data and transactions. And technical support is available online and by phone to provide the just-in-time answers you need.

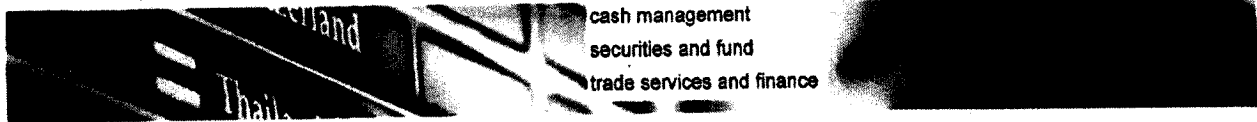
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Cash Management

Citibank® Commercial Cards

Citibank® Electronic Reporting System

With acceptance at more than 24 million merchants worldwide, a Citibank® Commercial Card makes travel and purchasing a breeze for your cardholders. But, that's only part of the story. When it comes to increasing your card program's efficiency and improving your bottom line Citi knows it's all in the details.

That is why we provide card program managers and financial planners with advanced online data management and reporting tools available. Tools that deliver to your desktop, when and how you need them...valuable details about card users' transactions – everything from line-item and folio level details to consolidated global transactions. Tools like the Citibank® Electronic Reporting System that make it easier and faster to download, manage and distribute transaction reports.

Powerful Technology

Citibank's advanced technology and global proprietary processing systems ensure the security and integrity of your data and transactions. And, best of all, whether you have a Citibank® Corporate, Purchasing or One Card program, you can access data any time of the day using our easy-to-navigate screen menus.

Streamlined Report Management

The Citibank Electronic Reporting System lets you maximize the value of your Citibank Commercial Cards program – and reduce, or eliminate, costs related to running, distributing and storing paper report.

Our straightforward online presentation of data, reports and files allows you to:

- Select, download and print billing, mapper/reallocation files and reports
- Search reports online
- Receive e-mail notifications as files or reports become available
- Access online training, support and assistance

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Cash Management

Citibank® Commercial Cards

Citibank® Global Data Repository

At Citi, we know that managing and monitoring the details of your organization's expenses is just as important as the convenience a Citibank card provides your employees. That is why wherever they do business around the globe, you have access to the details you need...when you need them.

An industry leader, with unparalleled global capabilities and a reputation for innovation, Citi leads the field in consolidating and normalizing transaction data on a global basis with our proprietary Citibank® Global Data Repository.

Citi delivers the details on your cardholders' transactions – including line-item details where available. You, in turn, can use this information to evaluate procurement and corporate travel expenses across your entire organization. This level of details is a major improvement over card providers who can only provide country level data that must be re-keyed and normalized to gain insight into global spending patterns.

Consolidated global data can be provided via file delivery and can be integrated with a wide variety of financial systems. By combining the Citibank Global Data Repository with our advanced online [Citibank® Custom Reporting System](#), we offer you the power to quickly access and pinpoint the data you need to:

- Analyze local and global spending
- Negotiate global deals with vendors from an informed, knowledgeable position
- Ensure compliance with organizational policies

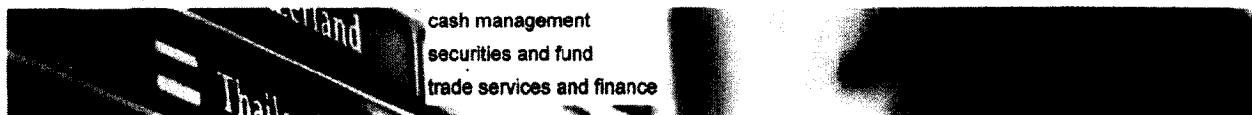
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Cash Management

Citibank® Commercial Cards

Citibank® Online Statements

Citibank® Online Statements puts all the details of your employees' card charges online – for fast access and streamlined review...without all the paper.

Comprehensive Data, Timely Processing

Combined with our comprehensive reporting tools, Citibank Online Statements is just one more way we put you in control of your card programs. Cardholders and program administrators alike have secure access to statements, twenty-four hours a day, seven days a week.

Cardholders are notified by e-mail when statements are available for review online, downloading or printing

Program administrators can also view statements via the Web for a more streamlined process

Fast, Efficient and Easy-to-Use

No matter what Citibank® Commercial Card program you have – Purchasing, Corporate, Fleet or One Card – Citibank Online Statements will simply get statements to your employees faster. And the navigation is so intuitive that virtually any level of Web user will find our online statements tool easy to learn and master.

Unmatched Security and Support

Citibank Online Statements is backed by the latest technologies, so you are assured that the integrity of your data and statements is secure at all times. Plus, with our online and phone-based technical support – you always have access to the answers you need, just when you need them.


Citigroup.com

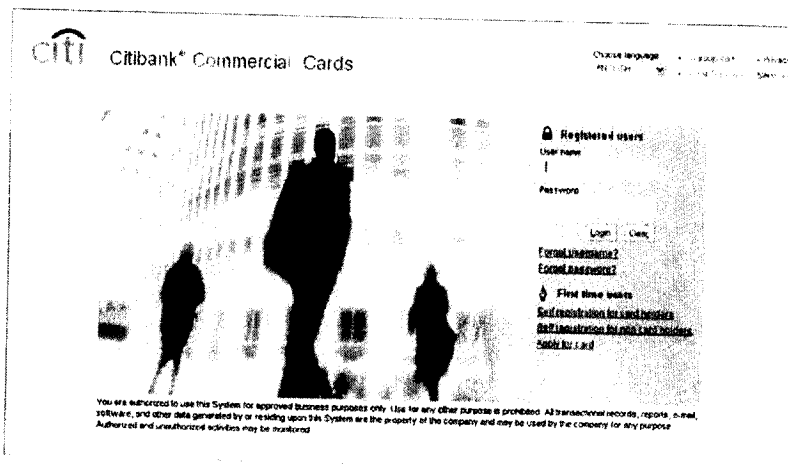
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Simplified Access. Program Efficiency.

CitiManager®: Single Sign-On Card Program Management Portal

A simple, efficient way to access Citi's full suite of innovative online tools.

Managing the broad range of responsibilities behind today's multifaceted commercial card programs can present real challenges for program administrators and cardholders alike. This is why Citi simplified and consolidated access to our full suite of online tools: to help you save time and drive greater program efficiencies.



Citi's enhanced web-based global CitiManager® portal now provides you with a single point of access to Citi® Commercial Cards' vast suite of reporting and program management tools.

Card program management simplified

The CitiManager portal eliminates the need to manage multiple passwords or log in to multiple systems to oversee your card program. Navigating from our secure portal using a single User ID and password, Program

Administrators and cardholders gain easy and direct access to the innovative online tools that Citi provides today.

Enhanced access to critical functionality

Once you log onto the CitiManager portal, you will enjoy the same expansive suite of Citi tools that you know today with the added convenience of easier access through the single sign-on portal, helping you to quickly get the information you need.

Benefits at a Glance

- **Simplified Access:** Improved user interface offers single, secure sign-on access to full suite of innovative online tools
- **Powerful Functionality:** Intuitive navigation makes it easy to take advantage of Citi's robust tools
- **Improved Efficiency:** Save valuable time and effort managing your commercial card program
- **Additional Valuable Resources:** central repository for message boards, company links, as well as a library of user guides, tool demonstrations and online learning webinars



Program Administrators

The CitiManager portal is designed to specifically help streamline your internal processes.

- **Efficient Program Management:**

You can easily view and download statement information, update and manage accounts, set limits and permissions, apply for new cards and examine cardholder requests.

You also have the ability to activate/deactivate users, assign/unassign applications, add users, post messages for cardholders, reset passwords and set passcode/data forms.

- **Robust Reporting:**

You can generate standard, customized or ad-hoc reports with vital program information derived from more than 600 data elements.

- **Easy Access to Statements:**

Program Administrators and cardholders can effortlessly review, download and print statements in a secure online system, available 24 hours a day, seven days a week.

- **Secure File Transfer:**

With streamlined management and distribution of transaction reports and files, you can easily post and manage files and reports within Citi's secure online environment.

Cardholders

Once your cardholders log onto the CitiManager portal, they will have access to key tools they need to manage their Citi Commercial Card.

- **Access Account Information Conveniently**

Cardholders can view account summary and up to 13 months of payment history at their convenience, 24 hours a day, seven days a week.

- **Make Payments Easily**

Cardholders can initiate payments on their Citi Individual Bill Travel Card Account in Citi's secure online environment at any time, from anywhere.

Designed to meet your needs

We listened to our clients and took the time to enhance CitiManager to meet

the unique business challenges faced by today's program administrators and cardholders. As part of our commitment to constantly improve our offerings, we have invested in intuitive, convenient and user-friendly technology.

Why Citi?

Whether applying for a new card, maintaining an existing account, verifying purchases made, analyzing a program's performance or seeking assistance with a charge, Citi is here to help you. Our array of convenient yet rigorous tools and services provides global, 24/7 support to meet our clients' global, 24/7 needs. As a trusted partner, we bring a wealth of experience and expertise, unmatched global capabilities and best-in-class customer service to support all of your program needs.

For more information about CitiManager, please contact your Citi Account Manager or Citi Client Account Specialist or log on to www.citimanager.com.

Global Transaction Services
www.transactionservices.citi.com

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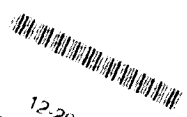
OPP005291

CITICORP 

CitiGold

1-800-GOLD-880

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12-20-1999

U.S. Patent & Trademark Office Registration No. 1,111,111



CITIGOLD

CitiGold

Financial management
for customers with
exclusive needs

BANK 

THE **CITI** NEVER SLEEPS

CITICORP INVESTMENT SERVICES

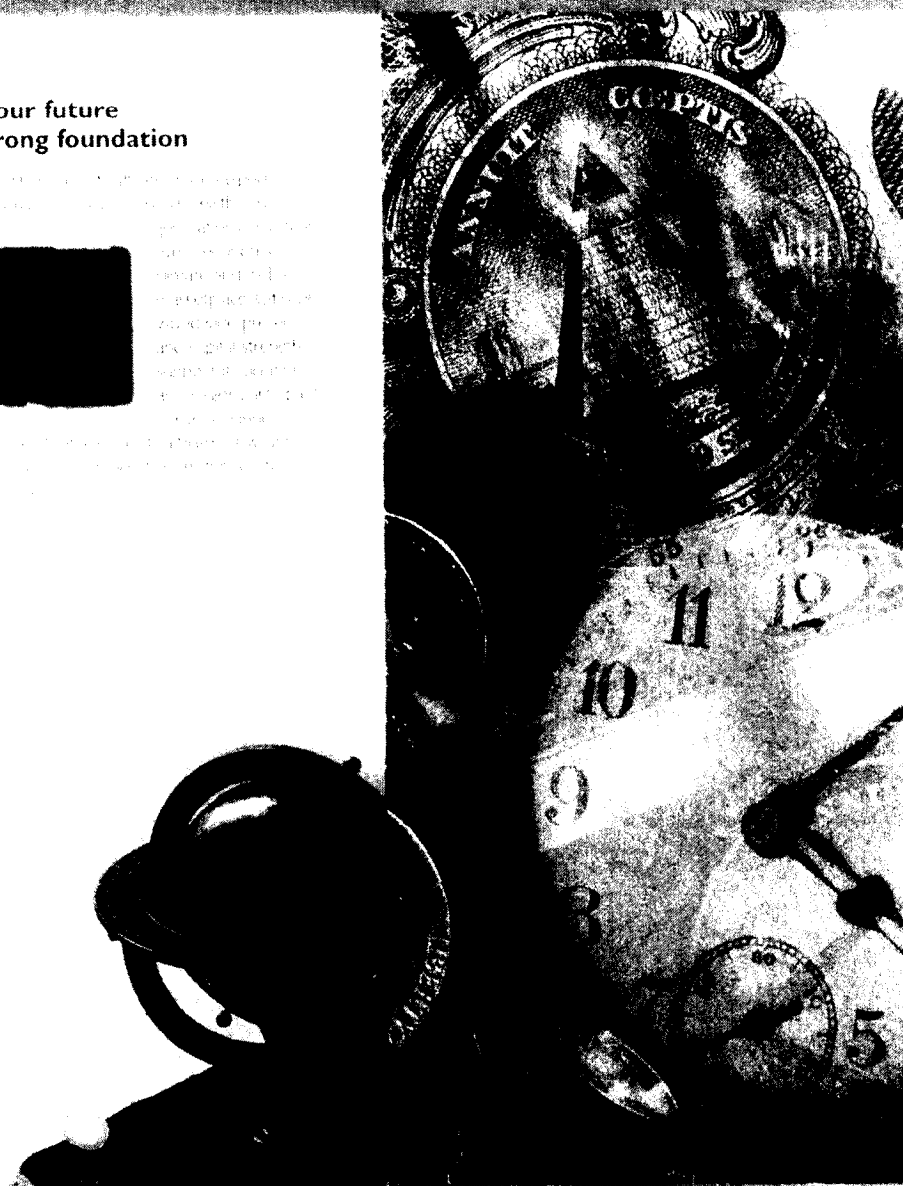


Investment products are not bank deposits or FDIC insured, are not obligations of or guaranteed by Citibank or Citicorp Investment Services and are subject to investment risks, including possible loss of the principal amount invested.

Build your future on a strong foundation

At the heart of every successful business is a strong foundation. One that is built on a solid base of trust, integrity, and a commitment to excellence. This is the foundation that allows a business to grow, thrive, and stand the test of time.

At [REDACTED], we understand the importance of building a strong foundation for your business. That's why we offer a wide range of services designed to help you build a solid base of trust and integrity.



Your CitiGold Executive

At CitiGold, we're committed to providing you with a secure, convenient and efficient way to manage your investments. Our CitiGold Executive service allows you to manage your investments directly with us, without the need for a broker. You can buy and sell securities, mutual funds, and other investments through our CitiGold Executive service. You can also use our CitiGold Executive service to manage your investments on a daily basis. This means you can make adjustments to your portfolio as often as you like, without the need for a broker. And, you can use our CitiGold Executive service to manage your investments on a daily basis, without the need for a broker.



CitiGold On-Line

CitiGold On-Line is a secure, convenient and efficient way to manage your investments. You can buy and sell securities, mutual funds, and other investments through our CitiGold On-Line service. You can also use our CitiGold On-Line service to manage your investments on a daily basis. This means you can make adjustments to your portfolio as often as you like, without the need for a broker. And, you can use our CitiGold On-Line service to manage your investments on a daily basis, without the need for a broker.



Deposits and Day-to-Day Banking



As a result, the City and County provide parking for the public to allow the public to attend the event. The City and County provide the following information regarding the event:

the fact that the *in vitro* and *in vivo* systems often disagree, and that the *in vivo* system is more complex, because of the presence of other factors, such as the immune system, which may influence the results. The *in vitro* system is simpler, but it is not clear whether the results are more reliable. The *in vivo* system is more complex, but it is not clear whether the results are more reliable. The *in vitro* system is simpler, but it is not clear whether the results are more reliable. The *in vivo* system is more complex, but it is not clear whether the results are more reliable.

Anytime, anywhere, any way

At any time, anywhere, in any way, you can get the information you need to make the right decision for your business.

It's the information you need to make the right decision for your business. It's the information you need to make the right decision for your business.

It's the information you need to make the right decision for your business. It's the information you need to make the right decision for your business.

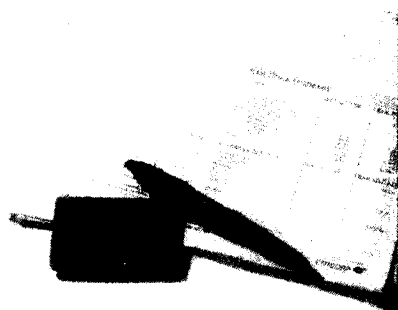
It's the information you need to make the right decision for your business. It's the information you need to make the right decision for your business.

It's the information you need to make the right decision for your business. It's the information you need to make the right decision for your business.



Everything you need – in one place

Managing your money is now easier than ever. And more profitable than ever. Check your interest rate on your CD or Fixed Money Market Account. Invest your money through C-Group's exclusive fund services. That way, it's easier for you to invest money, instead of just taking a wait-and-see approach. C-Group's fund services are available monthly. Interest is paid to you each year. Complete financial picture of banking, borrowing, and investing, produced at the same place.



More ways we're working for you

At the University of Michigan, we're working to make sure that every student has the resources they need to succeed. That's why we've created a new Center for Student Success, which will help students navigate the challenges of college and prepare them for the future.

Our new Center for Student Success will provide a wide range of support services, from academic advising to career counseling. We'll also offer workshops and seminars to help students develop the skills they need to thrive in the workplace.



STUDENT SUCCESS

"THE CITI NEVER SLEEPS" TELEVISION COMMERCIAL

159121

"Testimonials" 60 seconds



MAN: ...so they gave me this Citicard. They said, here's a key to the bank. I said, "are you kidding?" They weren't.



WOMAN: When we first dreamed up 24 hour banking, I don't think even Citibank realized how revolutionary it would be.



EXECUTIVE: Now I never have to worry about getting to Citibank before three.



WOMAN: I just don't have time to stand in line at the bank.



MAN: I can deposit or withdraw from checking or savings. And if I need help, there's always someone to talk to.



TELLER: Which frees us up in here to do what we're really trained to do - help people.



MAN: I can even pick up enough money on a Saturday night for 21 inches of living color.



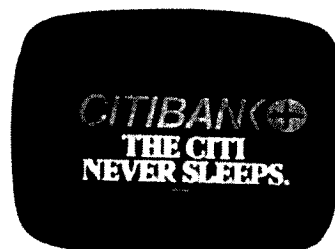
WOMAN: I like the machine. It's fun. My husband? He likes to gab.



GIRL: Now I can have my lunch during lunch hour and not wait on line because I can go to the bank on my way home.



SPOKESMAN: Because now there's a bank that dreamed up a way to keep pace with your life with Citicard Banking Centers open 24 hours a day, 7 days a week all over the New York area.



SIGNATURE: The Citi Never Sleeps
Citibank

"THE CITI NEVER SLEEPS" TELEVISION COMMERCIAL

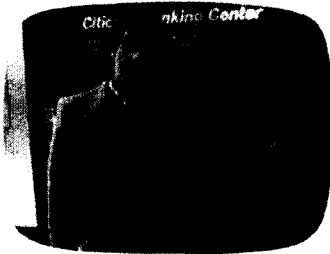
"Vignettes" 60 seconds



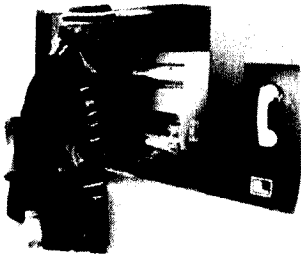
SPOKESMAN: You are about to witness the dawn of a revolution in banking. This is Citibank's new 24 hour service. I'm talking about a lot more than a simple cash machine. I'm talking about a 24 hour Citicard Banking Center where you can do most of your every day banking any time you want.



So if Don Slater wants to check his balance at the crack of dawn, he can do it.



And Brian Holland can transfer money from his savings into checking. Any time he wants to.



Joanne Rodgers can pick up money from her line of credit on a hectic Saturday.



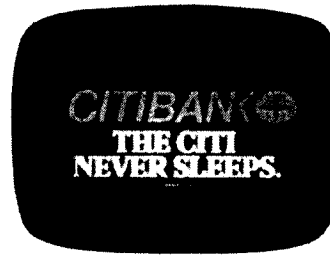
And Bob Longman can make a deposit before catching the plane for the Bahamas.



And as more people do their everyday banking by themselves when they want to, Citibank people will have more time to help you when you need them.



You know, and I know that life doesn't stop at 3 P.M. Monday to Friday. So we're introducing 24 hour banking 7 days a week, all over the New York area.



SIGNATURE: The Citi Never Sleeps. Citibank.

RADIO SCRIPT

Wells, Rich, Greene, Inc. / 767 Fifth Avenue / New York, N.Y. 10022 / Plaza 8-4300

RADIO

| | | | |
|---------|--------------------------|----------|--------------|
| CLIENT | Citibank | CODE NO. | DATE 1/13/78 |
| PRODUCT | Citicard Banking Centers | LENGTH | :60 |
| TITLE | The Citi never sleeps #1 | JOB NO. | |

MUSIC CITIBANK THEME UNDER VOICE OVER.

V/O: "Right now, New York is witnessing the dawn of a revolution in banking Citibank's new Citicard Banking Centers. Open 24 hours a day, seven days a week."

SONG "Always at your service 'cause the Citi never sleeps."

SECTY "Boy, I spent a lot of lunch hours waiting for a teller instead of a hamburger But now I do my banking when I walk my dog at night."

SONG "Do your banking anytime. The Citi never sleeps."

MAN "It's a lot more than a cash machine. Last Sunday, I needed money on a line of credit for an antique sale. Why, if it weren't for the Citicard Banking Center, I wouldn't have this beautiful moose head."

SONG "We can serve you better 'cause the Citi never sleeps."

TELLER "I work at Citibank and now that more of my customers are doing their own banking at our centers, I've got even more time to help them when they really need it."

V/O "There are Citicard Banking Centers all over the New York area. Ready to serve you any day, twenty-four hours a day."

SONG: "The Citi never sleeps. Citibank "

V/O: "Member F D I C "



RADIO SCRIPT

Wells, Rich, Greene, Inc. / 767 Fifth Avenue / New York, N.Y. 10022 / Plaza 8-4300

RADIO

| | | | | |
|---------|--------------------------|----------|------|---------|
| CLIENT | Citibank | CODE NO. | DATE | 1/13/78 |
| PRODUCT | Citicard Banking Center | LENGTH | :60 | |
| TITLE | The Citi never sleeps #2 | JOB NO. | | |

SFX: ACTIVITY IN BANK, TYPING, VOICES, TALKING ETC.

TELLER: "Okay, Mr. Johnson. Here's the key to your Citicard Banking Center."

JOHNSON (CONFUSED) "But that's just my Citicard."

TELLER: "Well, now you can use it to get into our new centers anytime
day or night."

JOHNSON: (SARCASTICALLY) "Oh, sure. I suppose you're open on Memorial Day?"

TELLER: "We are."

JOHNSON: "Sure, sure."

TELLER: "No kidding. You can stop by anytime to do practically all your
banking. Borrow on your line of credit. Transfer money between
savings and checking. Citibank's new centers are a lot more
than cash machines. And they're easy. There's this little
TV screen....."

JOHNSON: (TOTALLY DISBELIEVING) "A little screen. Can I watch the
hockey game?"

TELLER: "Oh, Mr. Johnson. My customers love doing their own banking
at the Citicard Banking Centers. And I love it too. 'Cause
it gives me even more time to help out people like you."

V/O: "A bank that's open twenty-four hours a day, every day sounds
unbelievable. But when you start using our Citicard Banking
Centers, you'll find they make banking unbelievably easy."

SONG "The Citi never sleeps. Citibank."



RADIO SCRIPT

Wells, Rich, Greene, Inc. / 767 Fifth Avenue / New York, N.Y. 10022 / Plaza 8-4300

RADIO

| | | | |
|---------|--------------------------|----------|--------------|
| CLIENT | Citibank | CODE NO. | DATE 1/13/78 |
| PRODUCT | Citicard Banking Centers | LENGTH | :60 |
| TITLE | The Citi never sleeps #3 | JOB NO | |

SFX· PHONE RINGS

SYLVIA (VOICE THROUGH PHONE) "Doris? Sylvia. You know Frank down the street? Those little trips he takes at midnight? Well, they tell me he goes to his Citicard Banking Center. Now, what kind of bank is open at midnight?"

V/O· "Citibank's new Citicard Banking Centers have caused a lot of talk. Because they're open 24 hours a day, 7 days a week."

SYLVIA· "Now don't spread this around, dear, but word has it Frank had a lot of money to deposit."

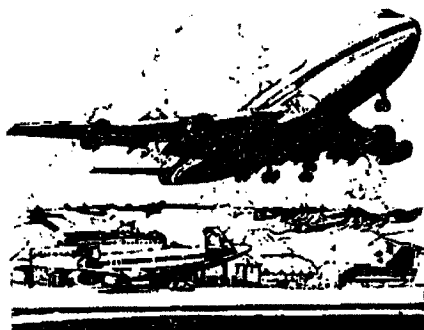
V/O: "Actually, the big news is that Frank can do practically all his banking at our centers. Even transfer money between savings and checking. And as more people do their own banking by themselves, it gives us here at Citibank more time to help you when you really need it. We've spread the word about our Citicard Banking Centers to Brooklyn, Manhattan, Long Island, Bronx, Westchester, Rockland and Orange counties. But we'll leave it to Sylvia to spread the word in Queens."

SYLVIA· "Hello, Irma Sylvia You'll never guess. . .

SONG "The Citi never sleeps. Citibank "

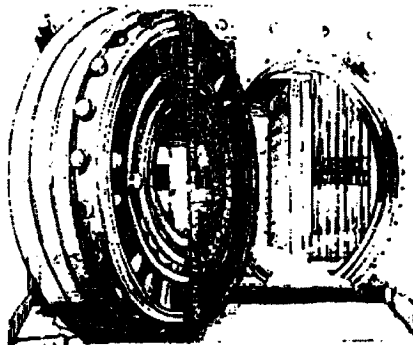


How the Citi helps the country get down to business.



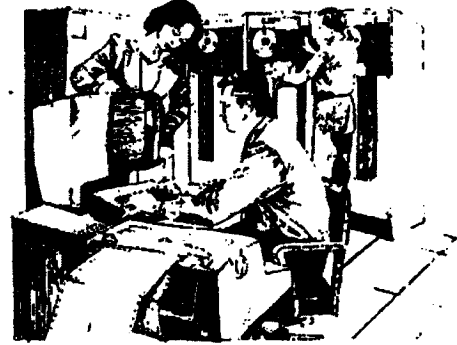
The Citi helps America get off the ground.

Citicorp companies finance the aircraft and airport equipment that bring you and your customers closer together. Our specialists can help the airline industry with a wide variety of financing methods, including traditional bank term loans, innovative lease leases, and private placements.



The Citi helps America's banks get business.

Citicorp companies work with hundreds of correspondent banks throughout the country to help them offer the widest possible range of financial and banking services—everything from overdrafts and portfolio questions to securities processing and coupon collection here and abroad.



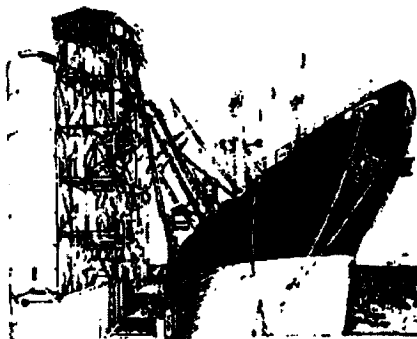
The Citi helps America get the answers.

Citicorp companies are specialists in the processing of data, from processing in equipment. So whether you're processing data in a small office, or both in a large office and in a remote location, we have the equipment and personnel you need to process data automatically.



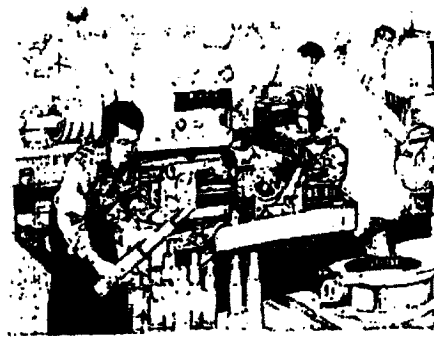
The Citi helps America build.

Citicorp companies finance everything from plant and equipment to office buildings and shopping malls. We're prepared to help you with turnkey financing, as well as mortgage construction and bridge financing—which our approach best meets your needs.



The Citi helps America grow at home and abroad.

Citicorp companies' experienced specialists handle key financing areas like agriculture, commodities, and import-export business across America and across the world. You can count on our knowledge, flexible financing, from letters of credit to margin loans to pre-export financing and collections.



The Citi helps America manufacture.

Citicorp companies finance and flow the means, materials, and equipment for almost any manufacturing process, from the start to the growth of consolidation. Citicorp specialists can help with financing services as varied as venture capital to long-term financing and acquisitions.



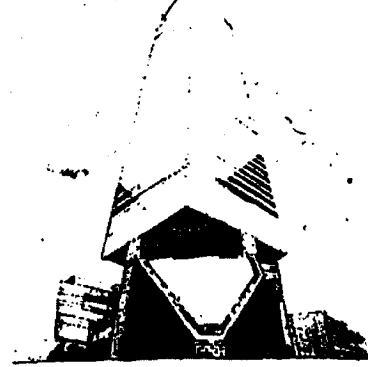
The Citi helps America get moving.

Citicorp companies can help you acquire nearly every kind of transportation and material handling equipment. We can help you finance anything from conveyors, cranes, monorails, forklifts, elevators and hoist systems to railroad equipment, truck fleets, tankers, ore carriers, tugboats and barges.



The Citi helps American business do more business.

Citicorp companies help by providing credit cards and travelers checks—all accepted at thousands of establishments in the U.S. and around the world—and by helping consumers save for future needs and borrow when advisable.



The Citi helps America invest.

The new Citicorp Center in New York City is headquarters for Citicorp companies constantly at work helping individual investors, corporations, educational institutions and labor unions handle the management of millions of dollars in investment portfolios. Private banking brings an added dimension of personal service for individual investors.

Now—how can the Citi help your business?

For more information, please write to: Edward W. Dudley, Citicorp, P.O. Box 1073, New York, N.Y. 10043. An officer of the appropriate company will reply.

CITICORP

CITI 0043670

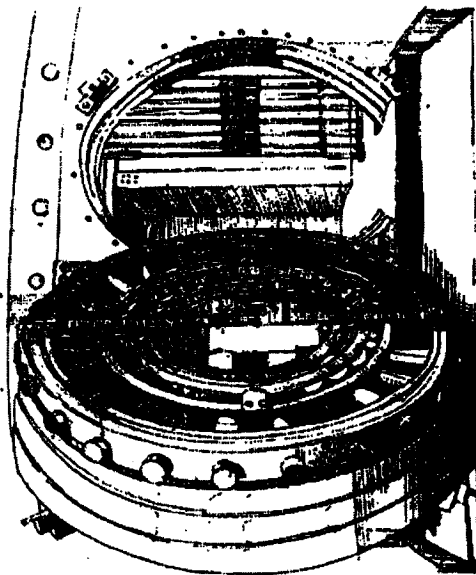
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How the Citi[®] helps the country get down to business.



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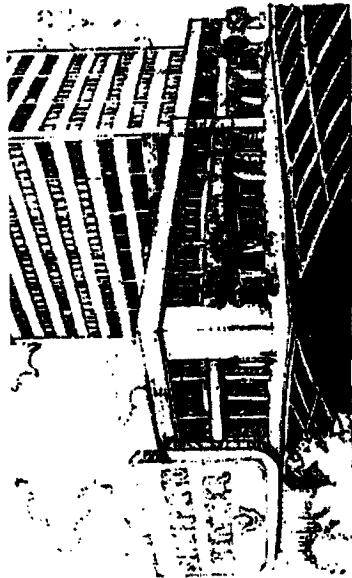


The Citi helps America get the answers.

Citicorp companies are innovators in the use and financing of data processing equipment. So whether your business is manufacturing, selling, or both, we can finance the main frames and peripherals you need to process vital information.

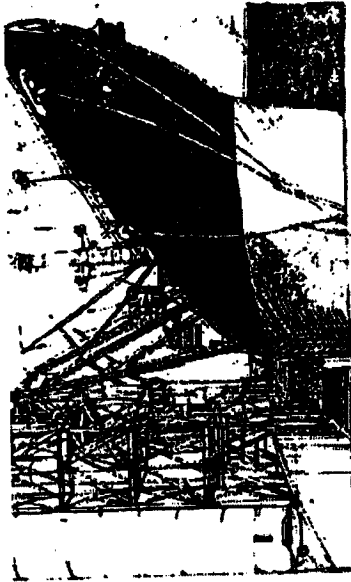
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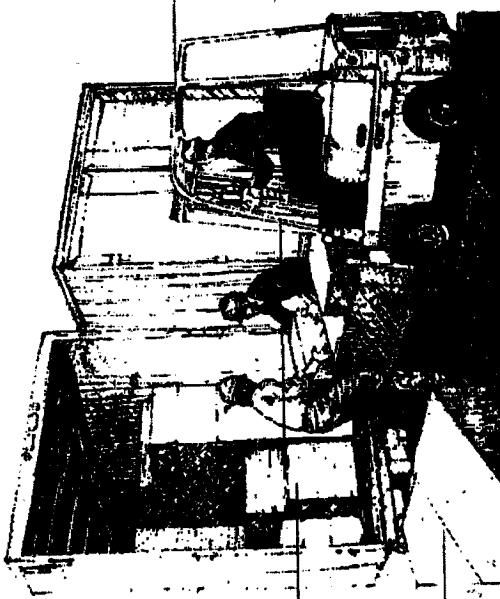
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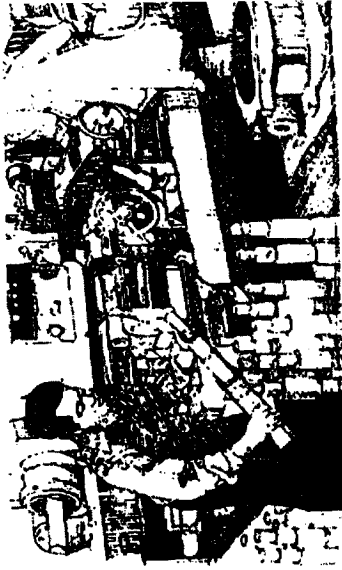
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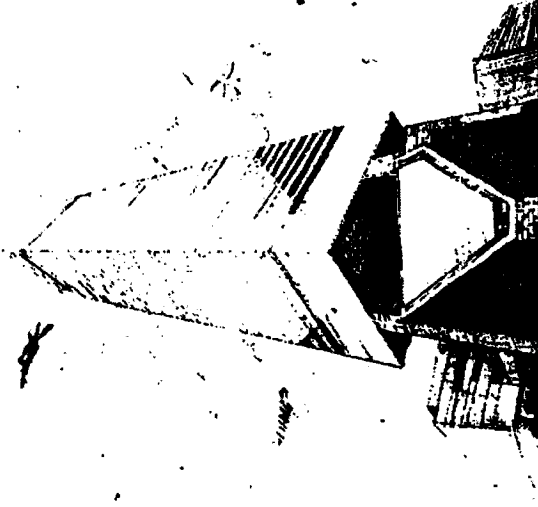
The Citi helps American business do more business.

Citicorp companies help by providing credit cards and travelers checks—all accepted at thousands of establishments in the U.S. and around the world—and by helping consumers save for future needs and borrow when advisable.



The Citi helps America manufacture.

Citicorp companies finance cash flow, receivables, inventory, and equipment for almost any manufacturing industry you can think of. To grow or consolidate, Citicorp specialists can help with financial services as varied as venture capital, strategic planning and mergers and acquisitions.



The Citi helps America invest.

The new Citicorp Center in New York City is headquarters for Citicorp companies constantly at work helping individual investors, corporations, educational institutions and labor unions handle the management of millions of dollars in investment portfolios. Private Banking brings an added dimension of personal services for individual investors.

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For more information, please write to: Edward W. Dooley, Citicorp, P.O. Box 1875, New York, N.Y. 10043. An officer of the appropriate company will reply.

CITI 0043672

CITICORP

What beats borrowing below prime?

Locking it in for an entire year.

| | | |
|---|---|---|
| 6.25% APR FIXED 12 MONTHS VARIABLE RATE | 4.50% 12 MONTH EFFECTIVE AFTER-TAX RATE | 7.75% APR VARIABLE RATE AFTER 12 MONTHS |
|---|---|---|

GET A LOW RATE FOR A LONGER TIME WITH A CITIBANK HOME EQUITY CREDIT LINE.

A home equity line of credit from Citibank is perfect for almost anything you want. And, at a rate this low, it might be ideal for almost everything you want. Citibank's Equity Source

Account® is ideal for financing an education or building that extra room onto your house. Use it to take a vacation, pay your taxes or consolidate your debts into one low, easy monthly payment.



There are no points and no closing costs to worry about with this low rate line. Borrow as little as \$25,000 or as much as \$500,000, and pay

interest only on the amount you use.

Right now the effective after-tax rate is 4.50%. Since Citibank's Equity Source Account is home-secured financing, you may enjoy the tax deduction

**NEW!
APPLY BY
PHONE**

that comes from this type of borrowing.

NO POINTS. NO CLOSING COSTS.

1-800-336-CITI

The quickest way to find out how much you may be able to borrow—even what your initial monthly payments may be—is right over the phone.

You can also find out how your Citibank deposits may qualify you for an even lower rate.

To apply by phone, or for more information about an Equity Source Account, call

1-800-336-CITI, ext. 2874,

Monday-Friday, 8am to 9pm,

Saturday-Sunday, 9am to 5pm.

CITI 0044323



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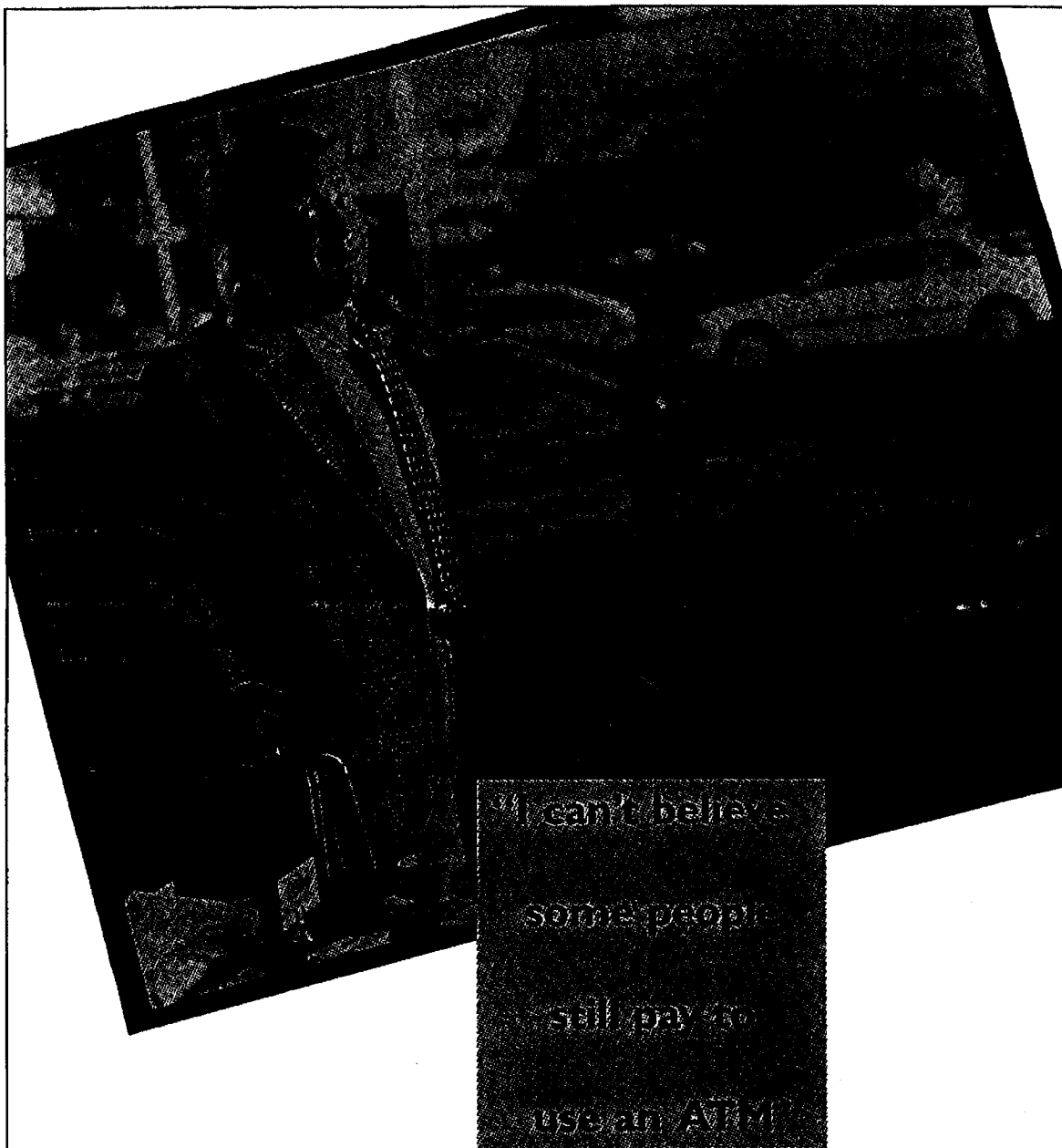
*AROUND
THE CLOCK
AROUND
THE WORLD*



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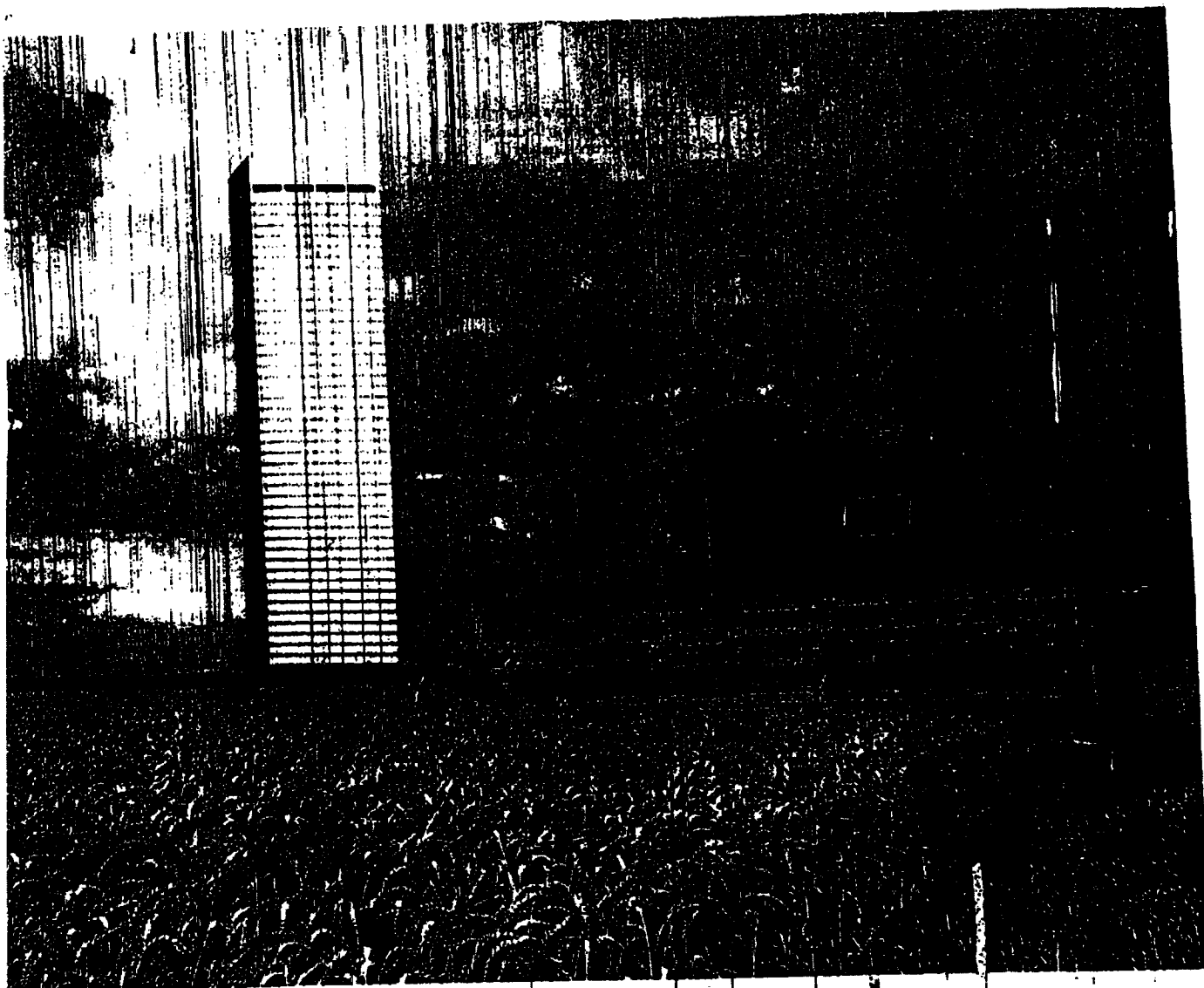


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Including an electronic banking capability that can make a big difference in your back-office today.

If you're local going national.

The Citi at your front door has more ways to help you borrow money for expansion. Or keep your business moving through its cycle.

If you want to do more nationally.

The Citi's wide range of electronic banking services can help you manage your

cash flow and give you an up-to-the-minute status report.

If you want to expand overseas.

The Citi can link you with a financial service network that circles the entire globe. And we can advise you concerning local customs as well as government and trade regulations.

If you're already overseas.

The Citi at your front door can provide letters of credit, foreign exchange and any other overseas transaction.

A local team, not a phone number.

The local Citi is a team of financial experts, headed by senior Citibankers who can make loan decisions and give you answers on the spot.

The Citi at your front door. Faster, more efficient service—because it's brought to you by local Citibankers who will know your business and your company.

For more details, call your local Citibanker at the number listed below.

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| Buffalo | (716) 849-3508 | New York | (212) 858-3431 |
| Chicago | (312) 992-3133 | Philadelphia | (8 51 661-4567 |
| Cleveland | (216) 621-1221 | Pennsylvania | (716) 546-3678 |
| Dallas | (214) 748-9491 | St. Louis | (314) 531-5559 |
| Denver | (303) 622-9913 | San Francisco | (415) 554-1833 |
| Houston | (713) 654-3510 | Seattle | (206) 282-4300 |
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| Long Island | (516) 481-8000 | White Plains | (914) 633-1818 |

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The Citi at your front door.

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OPP005574



Since 1812, Citibank has made a name for itself.
Now we've made that name official.

When we were chartered 164 years ago, our name was City Bank. Later we became First National City Bank—but people everywhere continued to call us Citibank.

Now we've made Citibank our official name, our worldwide name, our only name.

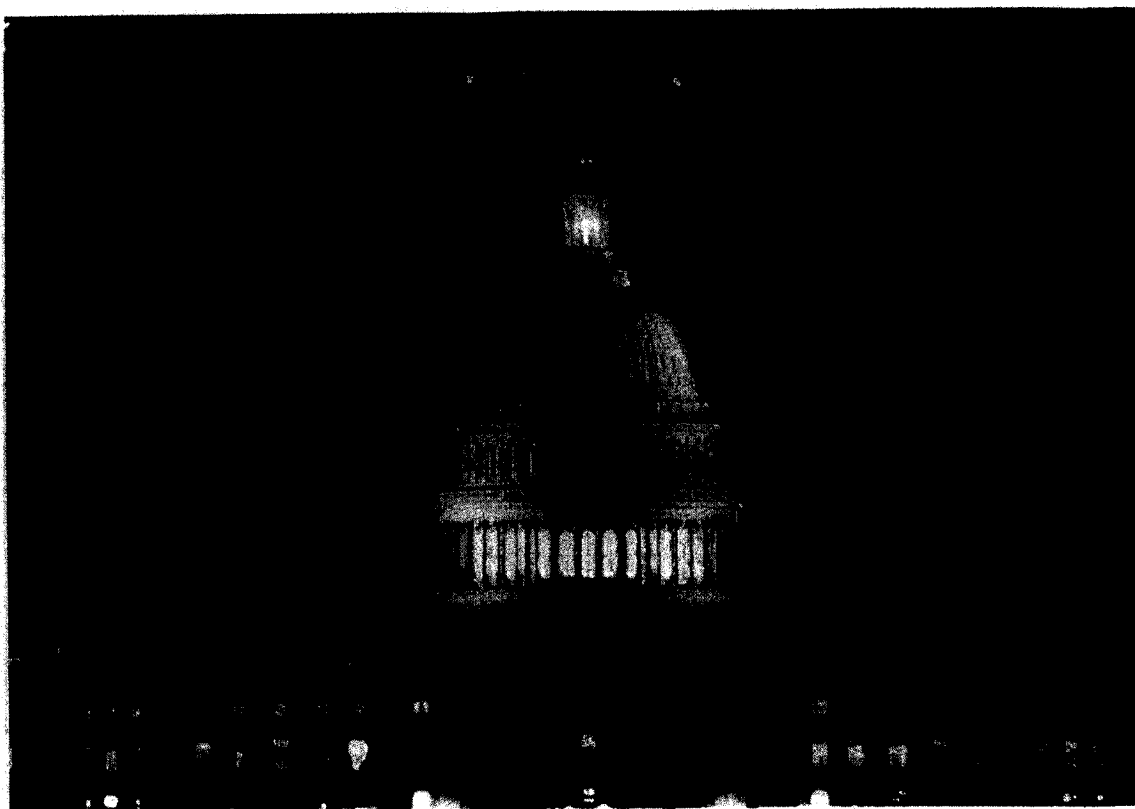
How will Citibank differ from First National City Bank? In name only.

Today, from Manila to Manhattan, in 103 countries, the name Citibank stands for consistent innovativeness. For strong resources—financial and human. For banking without boundaries.

Obviously people like the simplicity and convenience of the name Citibank. That's why so many of you have used it right along.

Citibank. It says a lot in one word. To a lot of people. In any language.

CITIBANK 



Commercial Cards. Government Backed.

Custom Solutions for Government Agencies and Organizations Backed by the
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**Citigroup, Inc. v. Capital
City Bank Group, Inc.,
Opp. No. 91177415
Citigroup Ex. 63**



**Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 32**

OPP005485

Streamline Your Processes with Citibank's Comprehensive Payment Tools

Citibank® Commercial Cards, Government Services delivers the industry's most advanced purchasing, payment and expense management solutions. Our goal remains consistent as we expand our programs and enhance our offerings – to help you streamline your processes and re-engineer your procurement systems for increased efficiency.

We do this by providing the consultative support you need to tailor and grow your commercial card programs and by delivering solutions that take advantage of new technologies – ultimately helping you work smarter. Our focus is on building a lasting partnership by getting to know you and your organization, and helping you to reach your goals.

Committed to Meeting Your Unique Needs

In addition to offering you a choice of MasterCard® or Visa®-branded Citibank® Purchase, Travel and Fleet Cards, Citi also provides access to a host of innovative online tools for expense management and reporting. All our solutions are:

- Custom-designed to help your organization increase efficiency and meet budget requirements
- Supported by a dedicated government account team focused on your success that will help you to implement, customize and expand your program
- Backed by our highly trained customer service specialists – available twenty-four hours a day, seven days a week to answer all your questions
- Built using state-of-the-art technology and developed to work seamlessly with your existing systems



Delivering Powerful Management and Reporting Tools

Designed with your needs in mind, our management and reporting solutions are geared toward making it easy for you to manage your organization's financial processes and improve decision-making. That is why our Web-based program management and reporting tools integrate seamlessly with your existing financial systems, delivering the information you need to improve program management and make business decisions quickly.

Streamline your processes today.

Contact Citibank® Commercial Cards, Government Services
at: www.citimanager.com or call us at 888-241-1514.

Custom Commercial Card Solutions

Backed by Citibank's Experience and Knowledge

A Citibank Commercial Cards program offers you exclusive access to the expertise, security and superior customer service that only an industry leader can deliver. Plus, with responsibility for processing transactions totaling more than \$14 billion each year, our specialists are uniquely qualified to help you streamline your card program – allowing you to meet your organization's specific goals and objectives.



Citibank GSA SmartPay® 2 Card Solutions

At Citibank, we strive to help you meet the objectives of your SmartPay® 2 program. It is our commitment to serve as your financial partner by devoting our technology and resources to complement your existing systems, and by providing you the highest level of customer service through our dedicated account specialists. As our SmartPay Program partner, you can benefit from our long-held position as an industry leader and leverage our expertise and financial soundness to the benefit of your organization. Be assured that Citibank's senior management has invested in the human and technological resources to help you implement, streamline and support your SmartPay program. We have developed several levels of contact for the A/POC. No financial institution is more committed to understanding and advancing your goals.

- **Senior Management Team** is comprised of executive leadership within Citibank. These individuals are regularly briefed and in many cases directly involved in the card program.

Client Management Head
Product Management Head
Sales Head
Operations and Service Head
Implementation Head

- **GSA Program Manager** – Responsible for the coordination of all SmartPay related business initiatives: innovation/development, project management, point of contact for escalation of issues, planning for all program related events, customer service, surveys and success of program delivery.
- **Client Manager** – Manages the agency relationship with Citibank. This individual is an agency advocate and is focused on maintaining a high-level of client satisfaction within the agency. They work and communicate with the cross-functional team to ensure all agency needs are met.
- **Sales Consultant** – Responsible for contacting and marketing new solutions to agencies. They are the points-of-contact that respond to new and renewal task orders. This individual works with a cross-functional team to develop solutions to improve card programs and/or address agency requirements.

- **Implementation Manager** – Tasked with constructing the agency's program, engages technology to provide the necessary support to customize the program to the specific goals and needs of the agency. Works on implementing enhancements to existing card programs.
- **Client Relationship Manager (CRM)** – Manages day-to-day activities including on-going administration and problem resolution for the agency. The CRM Manager is the first point of contact for the A/OPC. If this individual assesses that the problem cannot be corrected quickly, the issue is escalated directly to the Program Manager who has the authority to direct the necessary corporate resources and specialists to resolve the situation.
- **Help Desk** – Serves multiple purposes for client technology assistance. Responds to A/OPCs with any questions/problems related to CCMS, CCRS, CERS, Online Statements, File Delivery, Report Delivery. Works closely with Agency A/OPCs, Cardholders, Auditors, Citibank Employees to ensure there are no issues in running reports, file delivery and system access.
- **Customer Service** – Responsible for cardholder service support. Cardholders can access our service center 24/7 every day of the year.
- **Voice Response Unit (VRU)** – Enables all SmartPay program participants to select the type of service that they require.



Always Working for You

Citibank® Commercial Cards, Government Services can offer you the technological expertise you need to consolidate all your procurement processes, while providing you with customized programs tailored to meet your organization's unique needs.

To learn how you can further simplify your purchase card processes, please contact your Citibank representative. You can also visit us on the Web at www.citimanager.com or call us at 888-241-1514.

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GTG3675 7/2007



Citibank® Purchase Card

Focused on helping you simplify your procurement process

The Citibank® Purchase Card enables government agencies and organizations to streamline their procurement processes and improve overall efficiency by replacing individual vendor payments and hundreds of separate invoices with one central payment method.

With its extensive built-in controls and data capture capabilities, the Citibank Purchase Card helps our clients to reduce costs while also providing access to timely, centralized information.

With both MasterCard® and Visa® card options and acceptance at up to twenty-six million locations around the world, a Citibank® Purchase Card program simply offers you the most flexible and efficient purchasing process available in the marketplace today. Add to that the host of special services and online information management tools that we have designed, and it is clear to see why Citi is your ideal Purchase Card provider.

Continue to Streamline Your Business and Financial Processes

At Citi, we understand the success of your purchasing program lies in the details, knowing when, where and how much your agency/organization spends. That is why Citi offers the most comprehensive online information management tools that provide both control and the knowledge necessary to effectively negotiate with your suppliers.

We are continually enhancing our services and adding new functionality to help you increase efficiency and to spend your time more effectively.

Delivered with the Latest Technology

The Citibank Purchase Card program offers a host of online information management solutions that make it easier for you to comply with agency/organization and government policies to better understand spending patterns and negotiate with vendors, with:

- **CitiDirect® Card Management System** – Advanced technology for online card program administration, management and reporting
- **Citibank® Custom Reporting System** – An easy-to-use application that lets you customize reports from more than 650 data elements
- **Citibank® Electronic Reporting System** – For receiving and managing files and reports online with Citi's secure network
- **Citibank® Online Statements** – Online access to account statements for streamlined review and payment
- **Standard Reports** – Monthly, quarterly or annual reports, designed to meet your management and accounting needs

Your suppliers will also benefit from

- Reduced DSO (Days Sales Outstanding) and increased cash flow since they receive payment from Citi within three days
- Assured payment – removes the burden of invoicing and collections



Backed by Our Ongoing Consultative Support

You can further reduce costs and maximize savings by taking advantage of all Citibank® Commercial Cards has to offer, including:

- A dedicated account team to help your organization implement, customize and expand your program
- Highly trained customer service personnel for support twenty-four hours a day, seven days a week
- Best practice reviews and benchmarking tools for your use

Always Working for You

Citibank® Commercial Cards, Government Services can offer you the technological expertise you need to consolidate all your procurement processes, while providing you with customized programs tailored to meet your organization's unique needs.

To learn how you can further simplify your purchase card processes, please contact your Citibank representative. You can also visit us on the Web at www.citimanager.com or call us at 888-241-1514.

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OPP005491

Citibank® Travel Card

Helping you to streamline and control your travel-related expenses

No matter whether your employees are on the other side of the world or just around the corner, or if your Agency/ Organization is large or small, travel expenses can be difficult to manage. That is why we offer online tools for managing your organization's travel expenses effectively. With the robust information and reporting that the Citibank® Travel Card program delivers, you are always in a position to negotiate better terms from vendors and to uncover policy exceptions.

Continue Simplifying Your Travel Expense Management Processes

With the Citibank® Travel Card, you are able to streamline and control your travel expense management in new and innovative ways, ultimately simplifying the transaction and accounting processes associated with travel expenses. Plus, we are continually enhancing our services and adding new functionality to help you further streamline workflows for even more efficiency and potential cost savings.

Benefit from Innovative Program Enhancements

At Citi, we deliver the details you need. By providing the industry's most advanced payment solutions, Citi is continually delivering on our promise to meet your needs in today's dynamic economic environment. We remain dedicated to offering new solutions and ongoing program enhancements that integrate with your existing travel expense systems and policies, and help you to spend your time more efficiently.

Delivered with the Latest Technology

Extensive reporting and information management tools give you the data you need to analyze travel expenses more effectively, handle delinquency management and help your organization improve its decision-making. As the world's leading credit card issuer, we offer an unsurpassed level of expertise to help you improve your travel expense management process overall.

Our array of Web-based program management and reporting tools is designed to help you make business decisions with confidence and improve your ability to manage your Travel Card program effectively, including:

- **CitiDirect® Card Management System** – effortlessly manage your program and review, allocate and reconcile transactions
- **Citibank® Custom Reporting System** – easily analyze data and improve decision-making as well as effectively handle delinquency management
- **Citibank® Electronic Reporting System** – electronically receive and manage files and reports online with Citi's secure network
- **Citibank® Online Statements** – review, approve and pay for card charges, for both cardholders and program administrators
- **Standard Reports** – monthly, quarterly or annual reports, designed to meet your management and accounting needs, including cardholder and account data, vendor analyses, sales tax information and more



Backed by Our Ongoing Consultative Support

Since a dedicated account team oversees each relationship, you are assured of the one-on-one guidance you need to build and transform a Citibank Travel Card program that is just right for your organization. Citi's customer service representatives are focused on providing responsive, consultative support to your employees wherever they may be traveling. Cardholders can use our convenient toll-free number twenty-four hours a day, seven days a week, and can even call us collect when traveling outside the country.

Cardholder Benefits

Cardholders gain from an extensive package of benefits with:

- Acceptance at up to twenty-six million locations worldwide, including:
 - All airlines
 - Virtually all car rental agencies, lodging establishments and restaurants
- Access to cash at over one million ATM locations worldwide
- Choice of a MasterCard® or Visa® – branded card

- Insurance, including:

- Travel accident
 - Lost luggage

- Travel and emergency assistance services, including:

- Lost and stolen card reporting

- Emergency card replacement and cash disbursement

- Access to customer service twenty-four hours a day, seven days a week from anywhere in the world

Always Working for You

Citibank® Commercial Cards, Government Services offers flexible, customized card programs backed by exceptional customer service and technologically advanced systems. We are dedicated to providing you with leading-edge solutions specific to your organization that simplify and safeguard ordering, procurement, payment and administration.

To learn how you can further simplify your travel card processes, please contact your Citibank representative. You can also visit us on the Web at www.citimanager.com or call us at 888-241-1514.

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OPP005493

Citibank® Fleet Card

Streamline your fleet-related purchasing process

With a choice of Visa® and MasterCard®, Voyager and Wright Express fleet solutions, the Citibank® Fleet Card provides your organization with the most widely accepted fleet payment system available today. And beyond giving your employees the convenience of a single credit card for fuel, maintenance and repair purchases – our card programs are all backed by unmatched customer service and access to advanced tools for managing and controlling your expenses.

Realize Ongoing Benefits

From the very start, the Citibank Fleet Card helps to simplify the transaction and accounting processes associated with your organization's fleet expenses – reducing paperwork and costs. We are always hard at work to enhance our services and add new functionality designed to:

- Improve management and control of fleet expenses
- Improve decision-making through analysis of spending patterns
- Increase ability to efficiently manage your cash flow
- Increase negotiating leverage with vendors through data collection and analysis
- Decrease need to issue, track and manage cash advances

Access the Information You Need

- Enhanced point-of-sale data capture is available nationwide at all major oil companies as well as many regional providers

Increase Your Control

The Citibank Fleet Card offers an array of controls, enabling you to tailor usage at the organization, cardholder or vehicle level, with:

- Driver or vehicle cards
- PIN number and odometer entry options
- Dollar and transaction limits per day, week, month or billing cycle

- Merchant Category Code (MCC) restrictions and dollar limits
- Fuel-only purchase restrictions
- Preferred supplier listings
- Centralized authorizations
- Automatic controls that flag and deny invalid cards
- Effective safeguards in place to monitor, detect and control fraud

Delivered with the Latest Technology

Our array of online information management solutions is designed to seamlessly integrate with your financial systems – helping you make business decisions with confidence and improving your ability to manage programs efficiently, including:

- **CitiDirect® Card Management System** – effortlessly manage your program and review, allocate and reconcile transactions
- **Citibank® Custom Reporting System** – easily analyze data and improve decision-making
- **Citibank® Electronic Reporting System** – electronically receive and manage files and reports online with Citi's secure network
- **Citibank® Online Statements** – review, approve and pay for card charges, for both cardholders and program administrators



Backed by Our Ongoing Consultative Support

You can further reduce costs and maximize savings by taking advantage of all Citibank Commercial Cards has to offer, including:

- A dedicated account team to help your organization implement, customize and expand your program
- Highly trained customer service personnel for support twenty-four hours a day, seven days a week

Always Working for You

Citibank® Commercial Cards, Government Services offers flexible, customized card programs backed by exceptional customer service and technologically advanced systems. We are dedicated to providing you with leading-edge solutions specific to your organization that simplify and safeguard ordering, procurement, payment and administration of your program.

To learn how you can further simplify your purchase card processes, please contact your Citibank representative. You can also visit us on the Web at www.citimanager.com or call us at 888-241-1514.

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Citibank® Data Management and Reporting Solutions

Online Tools for Your Program – To Help Keep You in Control

Citibank® Commercial Cards, Government Services understands the way your organization works. As such, we continue to develop solutions that streamline the delivery of your financial and transaction data – whether downloading information into your accounting systems for improved processing or creating custom reports for tracking expenses and detailed purchasing analysis. Our advanced technology tools help you manage your card program and allow you to view data in the way that works best for you.

Web-based Tools for Ongoing Management and Reporting

We have designed each of our online information management and reporting solutions to help you streamline information for improved decision-making. Available directly on your desktop, these tools give you the flexibility to access data and analyze purchasing patterns with speed and accuracy. They also help you determine whether your policies are being followed and to effectively handle delinquency management. Select the options that best meet your needs, regardless of your Citibank® Commercial Card program – Citibank® Purchase Card, Travel Card, Fleet Card or our Integrated Card – and experience unmatched security, as well as comprehensive online training and support.

CitiDirect® Card Management System

When it comes to successfully managing your card program, Citi knows that your success lies in the details.

Our state-of-the-art online program administration system gives you the tools you need to manage your card program efficiently and effectively at the account level, as well as across your entire organization. Designed for maximum flexibility and customization, data integrates seamlessly with your existing financial processes for a complete end-to-end solution. This system allows you to:

- Review, reconcile, split and reallocate transactions
- Create and modify accounts, as well as set up or change controls for individual cardholders
- Review and approve cardholder statements

Working with the A/OPC, Citibank will take care of establishing user accounts and their specific entitlement rights, which include:

General

- Password management and customizable access controls
- User guides for program administrators and cardholder training
- Secure electronic access to your program data
- Daily updates of program information

Card Management

- Create new accounts and specify account controls
- View and modify account information, as well as hierarchy and department information

Transaction Data

- Access individual transactions based on specific search criteria
- Review, reconcile, split and reallocate transactions
- Integrate transaction files with your financial accounting systems, choosing from several options or file layout and delivery
- Retrieve online statements by cardholder, cycle or statement status
- Review and approve statements
- Initiate transaction disputes and monitor their status



Citibank® Custom Reporting System

Managing your cash flow can be a daunting task if you don't have the data you need when you need it. That's why Citibank® Commercial Cards offers the most comprehensive online tools available for capturing and managing information related to your card transactions – from line-item details to consolidated transaction data at a global level and everything in between.

The Citibank® Custom Reporting System gives you access to the information you need to make solid business decisions and improve negotiations with vendors. With this Web-based electronic query tool, you will be able to:

- Negotiate with vendors on a regional or global basis
- Better understand agency spending habits
- Ensure compliance with organizational policies
- Effectively handle delinquency management

It allows you to create dynamic queries with easy-to-use wizards and download data into spreadsheets, database or word processing formats – all from a single application, available in eleven languages, that provides you with:

- Online access to over 650 data elements, including level III detail
- Stored customizations by user for faster report set-up
- E-mail notification so you can retrieve reports at your convenience
- The ability to schedule reports to run when you need them
- The capability to “drill down” to deeper levels of detail
- On-the-fly design capability

Proprietary processing systems ensure the security and integrity of your data and transactions. Technical support is available online and by phone to provide the just-in-time answers you need.

Citibank® Online Statements

Citibank® Online Statements is designed specifically to help streamline the review and approval of card charges. Now cardholders can access card statements at any time via a completely secure online system, enabling them to:

- View statements
- Make payments online
- Print statements with a payment coupon that can be detached and mailed in with a check

To further speed processing, program administrators can also access statements through this convenient service.

Citibank® Electronic Reporting System

The Citibank® Electronic Reporting System streamlines the management and distribution of files and reports, giving you access to card data in an easy-to-use secure Web-based environment. Our straightforward presentation of data, reports and files allows you to:

- Select, download and print billing files and mapper/reallocation files
- Receive traditional paper reports via the Web, avoiding costly mail delays
- Receive e-mail notices as files or reports become available

Always Working for You

Citibank® Commercial Cards, Government Services offers flexible, customized card programs backed by exceptional customer service and technologically advanced systems. We are dedicated to providing you with leading-edge solutions specific to your organization that simplify and safeguard ordering, procurement, payment and administration.

To learn how you can further benefit from our technology solutions, please contact your Citibank representative. You can also visit us on the Web at www.citimanager.com or call us at 888-241-1514.

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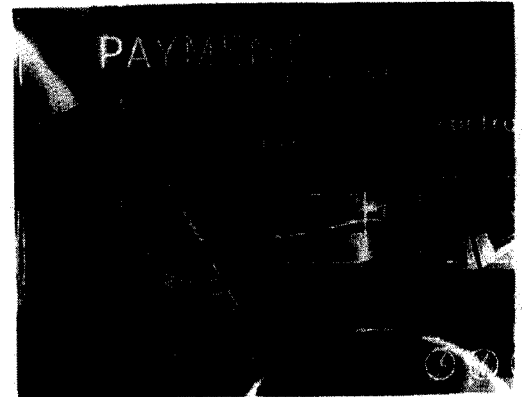
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**Citigroup, Inc. v. Capital
City Bank Group, Inc.,
Opp. No. 91177415
Citigroup Ex. 62**



**Citibank® Commercial Cards
Government Services**

Citibank® Purchase Card Cardholder Guide



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F01-5359-2-0607

**Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 33**

OPP005459

Welcome to the Citibank® Government Purchase Card Program

Official Government purchasing has just become easier with the Citibank® Government Purchase Card.

Since 1812, Citibank has been serving customers with innovative banking and financial solutions. In the credit card industry, Citibank has set the standard for the world.

We have combined our vast experience in worldwide procurement and unparalleled technological expertise to develop a flexible and convenient purchasing and payment tool. The Citibank Government Purchase Card makes procurement easier, while protecting against fraud, saving time and even reducing paperwork.

Cardholders also benefit from:

Worldwide Acceptance

The Citibank Government Purchase Card is accepted at more than 22 million locations worldwide.

Exceptional Dedicated Customer Services, Wherever You Are

Our Customer Service Center is committed to satisfying the needs of Citibank Government Purchase Cardholders. Inside the U.S., simply call us toll-free at **1-800-790-7206**, 24 hours a day, 7 days a week, every day of the year. Outside the U.S., call us collect at **904-954-7850**.

We are here to answer your questions and provide the assistance you need.

This guide presents basic procedures and rules for card usage. Should you have questions that are not answered in this guide, or wish further assistance, contact your Agency/Organization Program Coordinator (A/OPC) or call Citibank toll-free at **1-800-790-7206**. Outside the U.S., call collect at **904-954-7850**.

Key Responsibilities

As a Cardholder, you have a number of responsibilities. It is important to understand these responsibilities.

You are responsible for understanding your Agency/Organization's policies and procedures regarding the definition of official Government purchases and the definition of authorized purchases, record keeping and reconciliation. You are also responsible for complying with these policies and procedures when purchasing goods and services with the card. In addition, you are responsible for informing the merchant of the tax-exempt status of any purchases made with your Citibank Government Purchase Card.

Authorized Use of the Citibank Government Purchase Card

Your card has been embossed with your name on it. It is for your use only. No other member of your family, office or Agency/Organization is authorized to use it. Your card must be used for official Government purchases only.

The Federal Acquisition Streamlining Act did not abolish the priorities for use of Government supply sources as stated in Part Eight of the Federal

Acquisition Regulations. **Micro purchases are not exempt from this requirement.** The following information is provided to assist you in locating sources that can supply required products and services:

- Committee for Purchase from People Who are Blind or Severely Disabled,* visit their Web site at www.jwod.gov or call 1-703-603-7740
- National Industries for the Blind,* visit their Web site at www.nib.org or call 1-800-433-2304
- NISH,* visit their Web site at www.nish.org or call 1-703-560-6800
- GSA Stock Program, visit GSA Advantage at www.fss.gsa.gov or call 1-800-525-8027 or fax your order to 1-800-856-7057
- GSA Federal Supply Schedules, visit their Web site at <http://pub.fss.gsa.gov/Sched/Index.html> or call 1-800-FSS-0070
- Federal Prison Industries, Inc., visit their Web site at www.unicor.gov or call 1-800-827-3168
- For excess supplies from other agencies, visit GSA's Web site at <http://pub.fss.gsa.gov/propbtm.html> (formerly located at www.fss.gsa.gov/property.html) or call 1-703-305-7240

*Under the Javits-Wagner-O'Day (JWOD) Program, each purchase of a SKILCRAFT or other JWOD/NIB/NISH product or service helps to generate employment and training opportunities for individuals who are blind or have other severe disabilities.

With a connection to the World Wide Web, you can quickly browse through the GSA online shopping mall for thousands of commercial products and services including JWOD/NIB/NISH and UNICOR products. GSA Advantage was designed to link GSA schedule products,

stock items, catalog descriptions, current pricing and delivery information in a single location to make ordering easier for you. To place an order, you can use your Citibank Government Purchase Card. The address for GSA Advantage is www.fss.gsa.gov.

For any questions regarding GSA's Products and Services, call the National Customer Service Center (NCSC) at 1-800-488-3111 or DSN 465-1416.

Authorization Controls

Authorization Controls provide your Agency/Organization with the ability to control how and where you use your card. Your card may have the following controls:

Per Transaction Dollar Limit: the amount you are authorized to spend on a single purchase. A purchase may consist of a single item or the total value of all items you purchase at one time.

Total Dollar Limit: the amount you are authorized to spend in a single billing cycle. A billing cycle may be daily, weekly, biweekly or monthly.

Daily Transaction Limit: the number of transactions that can be authorized during any given day.

Card Usage by MCC Code: a code assigned to a group of merchants offering similar products and services. You may be restricted from using your card at certain types of merchant establishments and to specific dollar limits.

Consult your A/OPC to learn more about these controls.

Activating Your Card

Some Agencies/Organizations may have cards distributed to their Cardholders which are already active. However, other Agencies/Organizations and their Cardholders may receive inactive cards, i.e., cards which are not yet ready for use. If your card is inactive, there will be a sticker on the card.

When you receive your card, simply call the telephone number on the sticker (call toll-free if you are in the U.S. and collect if you are outside the U.S.). Follow the voice instructions. When your call is completed, your card will be active and ready for use.

If you have difficulty activating your card, contact the Citibank Customer Service Center.

Reporting Lost or Stolen Cards

Should you lose your card, realize that it has been stolen or notice a fraudulent charge on your Memo Statement, notify your A/OPC and Citibank immediately. To reach the Citibank Customer Service Center, call **1-800-790-7206**, 24 hours a day, 7 days a week, every day of the year. If you are outside the U.S., call Citibank collect at **904-954-7850**.

After you report a lost or stolen card, Citibank will send you a letter. Follow the instructions in that letter.

Cards that have been reported lost or stolen are blocked immediately from usage. If unauthorized transactions appear on your Memo Statement, contact the Citibank Customer Service Center.

Ordering Replacement Cards

If your card becomes worn out, damaged or defective in any way, contact the Citibank Customer Service Center to request a replacement card. Call **1-800-790-7206**, 24 hours a day, 7 days a week, every day of the year. If you are outside the U.S., call Citibank collect at **904-954-7850**.

General Card Use

Over-the-Counter Purchases

Using your Citibank Government Purchase Card for over-the-counter purchases is easy and straightforward. However, before making a purchase, be sure to inform the merchant of your Agency/Organization's tax-exempt status.

Present your Citibank Government Purchase Card. The merchant will total your transactions and process your card through a telephone authorization system. When the merchant receives an authorization number, you will be given a merchant sales receipt.

Carefully review the transaction. When you are satisfied, sign the sales receipt. By examining the receipt prior to signing it, you will reduce the number of potential disputes. Keep your sales receipts to help reconcile your account.

Telephone Transactions

Confirm all the charges, especially those above and beyond the cost of the item. These usually include shipping and handling costs or processing charges and will affect the amount billed to your account. Be sure to inform the merchant of your Agency/Organization's tax-exempt status.

Mail or Catalog Purchases

Mail or catalog purchases usually require that you provide the same information as in a telephone transaction. If there is an order form, complete all the necessary information. Be sure to provide your shipping address, a contact name and telephone number, tax-exempt status and other pertinent information to ensure that your goods will be delivered on time and that your account will be billed accurately.

E-mail or Internet Purchases

When making Internet purchases, you can avoid disputes by giving your account information only to reputable merchants. Many Internet sites also have security software, which prevents theft of your account information.

Provide all the pertinent information requested, including shipping address, name and telephone number, correct account information and your Agency/Organization's tax-exempt status. Also provide the merchant with the shipping requirements of your Agency/Organization.

Convenience Checks

Convenience checks are issued to designated Cardholders and can be used at merchants worldwide that do not accept the Citibank Government Purchase Card.

Like any other checks, keep these in a safe and secure place. If your convenience checks are ever lost or stolen, call the Citibank Customer Service Center immediately at **1-800-790-7206** in the U.S., or call collect at **904-954-7850** if you are outside the U.S. If additional checks are needed, contact your A/OPC.

Convenience checks are subject to the authorized uses established by your Agency/Organization. Additionally, the checks may be printed with a "NOT TO EXCEED" dollar amount.

Cleared convenience checks will be shown on your account's Memo Statement, reflecting the check number, the amount, the payee name and the date the check was processed.

Your A/OPC can answer any other questions regarding your Agency/Organization's policies and use of convenience checks.

Invoices

Citibank will give your Agency/Organization a choice of billing cycles. Purchase Card accounts may operate on a daily, weekly, biweekly or monthly billing cycle.

Citibank will invoice the Designated Billing Office (DBO) for your account on the billing cycle designated by your Agency/Organization.

Memo Statement

Within five business days of the end of each billing cycle, Citibank will either mail you a Memo Statement or make an electronic version available to you. The Memo Statement will show all transactions that posted during the billing cycle. You are required to review the statement and verify that the posted charges are authorized and correct.

Your Agency/Organization has set deadlines for reconciling accounts. Consult your A/OPC for these and other important details about reconciling your account.

A sample Memo Statement is shown. It is important to familiarize yourself with its details including:


- Ⓐ Statement/Invoice Date
- Ⓑ Cardholder Name and Address
- Ⓒ Citibank Customer Service Center toll-free and collect telephone numbers
- Ⓓ Citibank Customer Service Center address
- Ⓔ Foreign Conversion Rate (if applicable)

Information about transaction disputes is shown on the reverse side of the statement.

Foreign Currency Conversion

If you make charges to your Citibank Government Purchase Card in a foreign currency, your transaction will be posted and shown on your Memo Statement in U.S. dollars. The applicable conversion rate also will be shown on your statement.

Memo Statement

| | | | |
|---|---|--|----------------------|
|  | | 4150822251056063870083978000 Ⓐ 0258 | |
| Statement/Invoice Date | | Statement Date | |
| No cardholder. See your account. | | | |
| Ⓑ Cardholder Name and Address GENERAL SERVICES ADMINISTRATION 1200 APT. 57C ANYTOWN, USA 54851-0075 | | | |
| CITIBANK GOVERNMENT COMMERCE SERVICES | | | |
| Period Statement 01 | Class 01 | New Charge 01 | Statement Date 01 |
| Ⓒ FOR CUSTOMER SERVICE CALL 1-800-888-0000 OR WRITE TO: CITIBANK, 60 WALL STREET, NEW YORK, NY 10038-0001 OR VISIT THE U.S. AND CANADA CALL 800-888-0000 | | | |
| Agency Name Agency Code Agency Address Agency Phone Number | Agency Name Agency Code Agency Address Agency Phone Number | Ⓓ Foreign Conversion Rate 1.00 | |
| Ⓔ Foreign Conversion Rate 1.00 | | | |
| TRANSACTION DETAIL | | | |
| More Details | | | |
| Approved Amount | | | |
| CARDHOLDER SIGNATURE _____ CITIBANK GOVERNMENT COMMERCE SERVICES (Stamp Here) | | | |
| PAGE 1 of 2 | | | |

The CitiDirect® Card Management System

Through the CitiDirect® Card Management System, Citibank's Web-based electronic delivery system, designated Cardholders can access account and other card-related information online. Check with your A/OPC to see if the CitiDirect Card Management System is available to you and to obtain detailed instructions for using this feature.

Use the Login screen to access the system. During your first use, you will be asked to input a user name and password. Once your password has been established, you may use the CitiDirect Card Management System to view Memo Statements and submit them for approval, initiate the dispute resolution process, and review and inquire about details of transactions. If you are designated to do so, you may also order convenience checks.

Resolving Transaction Disputes

You are responsible for initiating the dispute resolution process if your Memo Statement lists unauthorized or incorrect charges, charges for merchandise which has not been received or charges for returned merchandise. You should also initiate the process if your Memo Statement incorrectly lists a credit as a charge or if it does not show a credit for which you have been issued a credit slip.

To begin the dispute resolution process, complete the Cardholder Dispute Form. You can obtain this form through the Citibank Customer Service Center or through the CitiDirect Card Management System.

Simply complete the form within 60 days of the disputed statement. If you do not do so within this time, you will be responsible for the charge.

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For more information about resolving disputes or accessing the CitiDirect Card Management System, call the Citibank Customer Service Center at **1-800-790-7206**. Outside the U.S., call collect at **904-954-7850**.

Suspension/Cancellation Procedures

Citibank may begin the process to suspend or cancel your account if it is past due.

Accounts will be considered past due if payment has not been received 45 calendar days past the billing date on the Statement of Account in which the charge appeared. Items which are in dispute will not be considered past due.

Citibank will follow the prescribed suspension procedures for all accounts:

- Citibank will notify your A/OPC and you of suspension if payment for the principal amount is not received by the close of business on the fifth calendar day after notification
- If payment for the undisputed principal amount is not received within 55 calendar days from the billing date, Citibank will notify your A/OPC and DBO (electronically or in writing) that the account remains past due
- If payment for the undisputed principal amount has not been received within five calendar days after suspension notification (at least 61 calendar days after the billing date), Citibank may suspend the account
- Citibank-initiated suspensions will be issued within 180 calendar days of the billing cycle date in which the unpaid charges appeared. If Citibank does not initiate suspensions within 180 calendar days of the billing cycle date, it waives its right to suspend the account for the particular charge

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While payment is important, Citibank's first priority for your Agency/Organization is to ensure access to charging ability. To protect this ability, Citibank will begin the cancellation process when the account is past due for the undisputed amounts, and the requirements for cancellation have been met:

- The account has been suspended two times during a 12-month period for undisputed amounts and is again past due. Citibank will give consideration to the amount of elapsed time between the second suspension and the third occurrence for late payment. Citibank may initiate cancellation procedures when payment of the undisputed principal amount on an account has not been received 120 calendar days from the billing date
- The account is 120 days past due for the undisputed amounts, and the procedures for suspension of the account have been met

If payment is not received on the fifth day after notification, Citibank may cancel the account.

To ensure that contact is made with your Agency/Organization, Citibank uses written communications in conjunction with telephone calls. Prior to cancellation, a reasonable number of attempts will be made to arrange for payment with the point of contact and/or your A/OPC. In addition, Citibank will provide your A/OPC with notice prior to cancellation.

Your A/OPC and the GSA Contracting Officer will have the authority to suspend or cancel Centrally Billed Accounts (CBAs) under their purview. Documentation of the reason for cancellation or suspension is required. Additionally, your A/OPC and the GSA Contracting Officer will have the authority to void account numbers.

Reinstatement

Citibank, in coordination with your Agency/Organization, may reinstate suspended and/or canceled accounts once payment of the undisputed principal amount and Prompt Payment Act interest is received.

For more details about account suspension, cancellation and reinstatement, consult your A/OPC.

**Citibank Customer Service
Center toll-free number:
1-800-790-7206.**

**Outside the U.S., call collect
at 904-954-7850.**

**Available 24 hours a day, 7
days a week, every day of the
year.**

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**Citibank® Commercial Cards
Government Services**

Citibank® Travel Card Cardholder Guide



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F01-5352-6 -0607

OPP005467

Welcome to the Citibank® Government Travel Card Program

Official Government travel has just become easier with the Citibank® Government Travel Card.

Since 1812, Citibank has been serving customers with innovative banking and financial solutions. In the credit card industry, Citibank has set the standard for the world.

We have combined our vast experience in worldwide travel card management and unparalleled technological expertise to develop a flexible and convenient purchasing and payment tool. The Citibank Government Travel Card makes it easy for you to purchase travel and travel-related services, reduces the need to carry cash and assists you with record keeping.

Cardholders also benefit from:

Worldwide Acceptance

The Citibank Government Travel Card is accepted at more than 22 million locations worldwide.

Exceptional Dedicated Customer Services, Wherever You Are

Our Customer Service Center is committed to satisfying the needs of Citibank Government Travel Cardholders.

Inside the U.S., simply call us toll-free at **1-800-790-7206**, 24 hours a day, 7 days a week, every day of the year. Outside the U.S., call collect at **904-954-7850**.

We are here to answer your questions and provide the assistance you need.

1

This guide presents basic procedures and rules for card usage. Should you have questions that are not answered in this guide, contact your Agency/Organization Program Coordinator (A/OPC) or call Citibank at **1-800-790-7206**. Outside the U.S., call collect at **904-954-7850**.

Key Responsibilities

As a Cardholder, you have a number of responsibilities. It is important to understand these responsibilities.

You are responsible for understanding your Agency/Organization's policies and procedures regarding the definition of official Government travel and the definition of authorized purchases as they relate to official Government travel. You are responsible for using the Citibank Government Travel Card only for purchases that comply with these policies.

If you have an Individually Billed Account, you are personally responsible for paying all charges and fees associated with your account. You will receive an Account Statement after the close of each billing cycle; it must be paid in full by the due date. You are also responsible for complying with the terms and conditions of the *Cardholder Account Agreement* that you received with your Citibank Government Travel Card.

If you have a Centrally Billed Account, your Agency/Organization is responsible for payment of charges for official travel-related products and services as specified in its policy. You may be responsible for payment of any charges that deviate from policy.

2

Authorized Use of the Citibank Government Travel Card

Your card has been embossed with your name on it. It is for your use only. No other member of your family, office or Agency/Organization is authorized to use it.

In addition, your card can be used only for official Government travel and travel-related expenses while away from your official station/duty station. These include the following:

- Air and Rail Tickets
- Transportation Services
- Lodging
- Automobile Rental
- Food Service Establishments
- Fuel
- ATM Access, if authorized

Authorization Controls

Authorization controls provide your Agency/Organization with the ability to control how and where you use your card. Your card may have the following controls:

Per Transaction Dollar Limit: the amount you are authorized to spend on a single purchase. A purchase may consist of a single item or the total value of all items you purchase at one time.

Daily Transaction Limit: the number of transactions that can be authorized during any given day.

Card Usage by MCC Code: a code assigned to a group of merchants offering similar products and services. You may be restricted from using your card at certain types of merchant establishments and to specific dollar limits.

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Restrictions on ATM Transactions:

You may be restricted from certain ATM transactions.

Consult your A/OPC to learn more about these controls.

ATM Usage

Using your Citibank Government Travel Card for cash access at ATMs, if you are authorized to do so, is another important convenience of the card.

Whenever you need cash for official business, you may go to any ATM displaying the Cirrus® logo or the PLUS® logo. You may also use your card at Citibank branches. Using your card at non-Citibank ATMs, however, may result in an access surcharge. If you use your card in this manner, be sure to record the amount of the surcharge and identify the surcharge in your reimbursement request.

To locate an ATM in a particular area, consult the MasterCard® or Visa® Web sites, depending on the card you carry, at www.mastercard.com or www.visa.com. Or, you may call 1-800-CITI-ATM or check the Citibank Web site at www.citibank.com.

To use your card at an ATM, you will need a Personal Identification Number (PIN). For security reasons, this will be issued to you in a separate mailing. Memorize your PIN and keep it in a safe place, separate from the card.

To obtain cash, insert your card in the ATM's card reader and follow the prompts.

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Travellers Cheques

Your A/OPC may provide you with travellers cheques, which you can use at merchants and financial institutions worldwide.

Citibank can support the following foreign-denominated travellers cheques: euros, Canadian dollars, British pounds, Australian dollars and Japanese yen.

Cheques are provided in pre-packaged sets. In most cases, they can be replaced within 24 hours if they are lost or stolen by calling **1-800-645-6556**. Outside the U.S., call collect at **813-623-1709**.

Activating Your Card

Some Agencies/Organizations may have cards distributed to their Cardholders which are already active. However, other Agencies/Organizations and their Cardholders may receive inactive cards, i.e., cards which are not yet ready for use. If your card is inactive, there will be a sticker on the card.

When you receive your card, simply call the telephone number on the sticker (call toll-free if you are in the U.S. and collect if you are outside the U.S.). Follow the voice instructions. When your call is completed, your card will be active and ready for use.

If you have difficulty activating your card, contact the Citibank Customer Service Center.

Reporting Lost or Stolen Cards

Should you lose your card, realize that it has been stolen or notice a fraudulent charge on your Account Statement, notify your A/OPC and Citibank immediately. To reach the Citibank Customer Service Center, call **1-800-790-7206**, 24 hours a day, 7 days a week, every day of the year. If you are outside of the U.S., call Citibank collect at **904-954-7850**.

After you report a lost or stolen card, Citibank will send you a letter. Follow the instructions in that letter.

Cards that have been reported lost or stolen are blocked immediately from usage. If unauthorized transactions appear on your Account Statement, you should contact the Citibank Customer Service Center.

Ordering Replacement Cards

If your card becomes worn out, damaged or defective in any way, contact the Citibank Customer Service Center to request a replacement card. In the U.S., please call **1-800-790-7206**. Outside the U.S., call Citibank collect at **904-954-7850**.

Account Statement

If you have an Individually Billed Account, a paper statement will be mailed or an electronic Account Statement will be available within five business days of the end of each billing cycle. The Account Statement will show all transactions that were posted during the billing cycle. You are required to review the statement to verify that you made all the charges and that they are correct. You must pay the full amount by the due date shown on the statement.


If you have a Centrally Billed Account, you will receive a Memo Statement for use in verifying your charges. The Memo Statement is for your reference and is not an invoice.

A sample Account Statement is shown. It is important to familiarize yourself with its details. The Account Statement includes:

- (A) Invoice Date
- (B) Cardholder's Name and Address
- (C) Amount Due in total dollars
- (D) Citibank Customer Service Center toll-free and collect telephone numbers
- (E) Citibank Customer Service Center address
- (F) Foreign Conversion Rate (if applicable)

Information about transaction disputes is shown on the reverse side of the statement.

Account Statement

| | | | |
|---|--|---------------------------------------|--|
|  | | 418100225168802404108404100004 | |
| Account Number | | Exp. Date | |
| Cardholder's Name | | Address | |
| JOHN DOE | | CITIBANK | |
| GOVERNMENT SERVICES ADMINISTRATION | | GOVERNMENT COMMERCE SERVICES | |
| 1654 AMT ST | | P.O. BOX 6575 | |
| ANYTOWN, LA 70401-0575 | | THE LACROSSE, NY 10501-0575 | |

| CITIBANK GOVERNMENT COMMERCE SERVICES | | | | |
|---------------------------------------|---------|--------------|--------------|----------|
| Payment Date | Payment | Min. Payment | Max. Payment | Due Date |
| 01 | 00 | 00 | 00 | 01/01/00 |

| | | | |
|---|--|---|--|
| Agency Name GOVERNMENT SERVICES ADMINISTRATION 1654 AMT ST ANYTOWN, LA 70401-0575 | | Account Number 418100225168802404108404100004 Agency ID 00000000000000000000000000000000 Citi Payment Link 00000000000000000000000000000000 | |
|---|--|---|--|

| Trans | Date | Desc | Amount | Balance | | | | | | | | | | | | | | | | |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----------------------------------|----|----|----|----|----|----|----|
| TRANSACTION DETAIL | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <tr> <th>Account</th> <th>Payment</th> <th>Payment</th> <th>Payment</th> <th>Payment</th> <th>Payment</th> <th>Payment</th> <th>Payment</th> </tr> <tr> <td>00000000000000000000000000000000</td> <td>00</td> <td>00</td> <td>00</td> <td>00</td> <td>00</td> <td>00</td> <td>00</td> </tr> </table> | | | | | Account | Payment | Payment | Payment | Payment | Payment | Payment | Payment | 00000000000000000000000000000000 | 00 | 00 | 00 | 00 | 00 | 00 | 00 |
| Account | Payment | Payment | Payment | Payment | Payment | Payment | Payment | | | | | | | | | | | | | |
| 00000000000000000000000000000000 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | | | | | | | | | | | | | |

| | | | |
|-------------------|--|-------------------|--|
| Amount Due | | Amount Due | |
| 00.00 | | 00.00 | |

CITIBANK GOVERNMENT COMMERCE SERVICES
 CITIBANK GOVERNMENT COMMERCE SERVICES
 CITIBANK GOVERNMENT COMMERCE SERVICES

Foreign Currency Conversion

If you make charges to your Citibank Government Travel Card in a foreign currency, your transaction will be posted and shown on your Account Statement in U.S. dollars. The applicable conversion rate also will be shown on your statement.

The CitiDirect® Card Management System

Through the CitiDirect® Card Management System, Citibank's Web-based electronic delivery system, designated Cardholders can access account and other card-related information online. Check with your A/OPC to see if the CitiDirect Card Management System is available to you and to obtain detailed instructions for using this feature.

Use the Login screen to access the system. During your first use, you will be asked to input a user name and password. Once you have established your password, you can use the CitiDirect Card Management System to view Account Statements, review and inquire about transaction details and initiate the dispute resolution process. If you are designated to do so, you may also order travellers cheques.

Paying Your Account

Citibank offers the convenience of five payment methods:

Check Payments

You can mail a check using the payment coupon and window envelope sent with your statement. Citibank will post the payment within two business days after it has been received.

Wire Payments

You can initiate a wire payment by sending a cash letter to Citibank. Payments made by 1:00 PM EST will post the same business day. If made after 1:00 PM EST, the payment will be posted the following day.

ACH Payments

You may choose to have your payments deducted from your Demand Deposit Account (DDA). On the due date, the full payment will be deducted from the account.

Citibank Branch Center Payments

You may pay your bill at Citibank branch offices during normal business hours. To do so, you will need your Citibank Government Travel Card account number. You may pay with cash or personal check at the teller's window. Payment cannot be made at the ATM. To find the locations of Citibank branch offices, visit Citibank on the World Wide Web at www.citibank.com.

Payments Through Your PC

You may use a third-party PC-banking system to pay your account. Because Citibank does not control these bill-paying services, payments made this way cannot be guaranteed to post within two business days.

Resolving Transaction Disputes

You are responsible for initiating the dispute resolution process if your Account Statement lists charges which are:

- Unauthorized
- Incorrect
- For merchandise that has not been received
- For returned merchandise

You should also initiate the process if your Account Statement incorrectly lists a credit as a charge or if a credit, for which you have been issued a credit slip, is not shown.

To begin the dispute resolution process, complete a Cardholder Dispute Form. You can obtain the form through the Citibank Customer Service Center or through the CitiDirect Card Management System.

You must return the form to Citibank within 60 days of the disputed Account Statement. If you do not submit the form within this time frame, you may be responsible for payment of the charges.

You are not responsible for payment of any disputed amount while Citibank is researching the dispute. However, you must still pay the amount of the bill which is not in question.

For more information about resolving disputes, call the Citibank Customer Service Center at 1-800-790-7206. Outside the U.S., call collect at 904-954-7850.

Suspension/ Cancellation Procedures

Citibank may begin the process to suspend your account if it is past due.

Your account will be considered delinquent if payment for the undisputed principal amount has not been received 45 calendar days from the closing date on the billing statement in which the charge appeared. You will receive notification from Citibank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date,

your Agency/Organization and you will be notified that the suspension process will be initiated.

Your Agency/Organization and you will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, your account will be suspended, unless otherwise directed by your Agency/Organization.

Your Agency/Organization or the GSA Contracting Officer has the right to suspend your account for any reason. Upon payment of the undisputed principal amount to Citibank, your account will be reinstated.

Your card or account may be canceled if:

- Your card is used for unauthorized purposes and Citibank has your Agency/Organization's permission
- Your account is past due for the undisputed amounts 120 calendar days past the closing date and all suspension procedures have been met by Citibank
- Your account has been suspended two times during a 12-month period for undisputed amounts and is again past due, or
- Your account has been paid with checks returned by your financial institution for insufficient funds (NSF) two or more times in a 12-month period.

Your Agency/Organization and you will be notified that the cancellation process will be initiated.

If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, your card or account will be canceled unless otherwise directed by your Agency/Organization. In the event of cancellation, you must still pay all

undisputed amounts due to Citibank under the terms of the Travel Card *Cardholder Account Agreement*. Your account information may be reported to credit reporting agencies if your account is canceled. Also, you must return your card upon request to your Agency/Organization. Please be aware that use of your card or account after its cancellation will be considered fraudulent and may cause Citibank to take legal action against you.

Citibank may reinstate canceled accounts upon payment of the undisputed principal amount and late fee. The late fee is 2.5% per month on the entire undisputed principal amount until your payment is received by Citibank. Citibank may conduct a creditworthiness check on you prior to reinstating your canceled account. If your Agency/Organization has negotiated a reinstatement fee, you will be charged that fee upon reinstatement.

**Citibank Customer Service
Center toll-free number:
1-800-790-7206.**

**Outside the U.S., call collect
at 904-954-7850.**

**Available 24 hours a day, 7
days a week, every day of
the year.**

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GOVERNMENT SERVICES TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

IMPORTANT: BEFORE YOU SIGN OR USE THE GOVERNMENT CARD, READ THIS AGREEMENT THOROUGHLY. PLEASE RETAIN THIS AGREEMENT FOR YOUR RECORDS. In this Agreement ("Agreement"), "Card" means the enclosed Citibank® Government Travel Card (and all replacements) issued by Citibank (South Dakota), N.A. (which will be referred to as the "Bank") under the General Services Administration (GSA) contract no. GS-23F-T0003 ("GSA Contract"). "Agency/Organization" means the United States federal agency, bureau, division, office or other organizational entity that has requested the Bank to open an account for me. The words "I," "me," "my" and "mine" refer to the Agency/Organization employee named on the Card and who has agreed to be bound by this Agreement.

(1) THIS AGREEMENT

By activating, signing or using the Card or the account established in connection with it ("Account"), I am agreeing to the terms of this Agreement. If I do not agree to the terms of this Agreement, I will cut the card in half and return the pieces to the Bank before using the Card. I agree that I will be bound to the terms of this Agreement to the extent that I use the Card.

(2) USE OF THE CARD

Charging and cash advance privileges (if allowed) on the Card and Account are provided by the Bank pursuant to the GSA Contract and the task order of my Agency/Organization and are subject to this Agreement. I agree to use the Card only for official travel and official travel related expenses away from my official station/duty station in accordance with my Agency/Organization policy. I agree not to use the Card for personal, family or household purposes. I understand that the Card is not transferable and will be used by me alone only after I have signed the Card on the back above the words "authorized signature." Unless cancelled, the Card will be valid through the expiration date printed on its face. By agreeing to the terms of this Agreement, I am requesting that the Bank issue a renewal Card to me before the current Card expires. The Bank will continue to issue renewal Cards until my Agency/Organization or I tell the Bank to stop. Charging and cash advance privileges will be automatically withdrawn: (i) upon request of the U.S. Government; (ii) upon termination of my employment with my Agency/Organization; (iii) upon termination of the GSA Contract and/or task order between the Bank and the Agency/Organization; (iv) if the card is reported lost or stolen; or (v) as noted in Section 10 of this Agreement.

(3) LOSS, THEFT OR UNAUTHORIZED USE

I agree to notify the Bank and my Agency/Organization immediately of any loss, theft or unauthorized use of the Card or Account. I will notify the Bank, by phone at 1-800-700-7200, toll free in the Continental United States, Hawaii, Alaska, Virgin Islands, Puerto Rico, or Canada, or collect at 604-664-7850 outside these areas. I will notify my Agency/Organization if directed. If my Card is returned to me after I have notified the Bank, I agree not to use the Card. I will not be liable for unauthorized charges that are made on my Card.

(4) PAYMENT

The Bank will provide me monthly with a billing statement, which sets forth billing data with respect to all my charges, cash transactions and fees relating to the Card and Account. My billing statement is due and payable, in full, upon receipt of the statement but must be received by the Bank no later than 25 calendar days from the closing date on the statement in which the charge appeared. Certain charges may be billed directly to my Agency/Organization and will appear on my billing statement as a memorandum item only. In the event these charges are later billed to my Account, I agree to pay such charges in full. Payments must be made in U.S. currency, in electronic form or with a money order payable in U.S. dollars, or with a draft or a check drawn on a bank in the U.S. and payable in U.S. dollars. If the Bank decides to accept a payment made in some other form, payment will not be credited to my Account and my payment is converted into one of the forms just mentioned. The Bank may accept late payments, partial payments or checks and money orders marked "payment in full" or with other restrictive endorsements without losing any rights under this Agreement or under the law.

(5) CHARGES MADE IN FOREIGN CURRENCIES

A. Information on Foreign Currency Conversion Procedures: If I make a transaction in a foreign currency, other than a cash advance made at a branch or ATM of one of the Bank's Citibank affiliates, MasterCard or Visa, depending on which card is used, will convert the amount into U.S. dollars. MasterCard and Visa will act in accordance with their operating regulations or foreign currency conversion procedures then in effect. MasterCard currently uses a conversion rate in effect one day prior to its transaction processing date. Such rate is either a wholesale market rate or the government-mandated rate. Visa currently uses a conversion rate in effect on its applicable central processing date. Such rate is either a rate it selects from the range of rates available in wholesale currency markets, which may vary from the rate it receives, or the government-mandated rate. If a cash advance is made in a foreign currency at a branch or ATM of one of the Bank's affiliates, the amount will be converted into U.S. dollars by a Citibank affiliate in accordance with its foreign currency conversion procedures then in effect. The Bank's Citibank affiliate currently uses a conversion rate in effect on its applicable processing date. Such rate is either a mid-point market rate or the government-mandated rate. The foreign currency conversion rate in effect on the applicable processing date for a transaction may differ from the rate in effect on the sale or posting date on my billing statement.

B. Transaction Fee for Transactions Made in Foreign Currencies: For each purchase made in a foreign currency, the Bank will pass along all charges assessed by the bankcard associations. In addition, if applicable, the Bank will charge a foreign transaction fee indicated in the accompanying Table of Fees and Charges. The total foreign currency transaction fee will either be (i) added to, and integrated with, the applicable currency conversion rate or (ii) added to, and integrated with, the posted transaction amount.

(6) DISHONORED CHECKS

If any money order, check or draft is delivered to the Bank and cannot be processed, or is not honored for its face amount when presented,

I agree that the Bank may impose as liquidated damages for its costs a charge of \$15.

(7) BILLING INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

If I have any question, problem or dispute about the billing statement, I will notify the Bank in writing or by telephone, within 60 days of the billing date on the statement. The Bank will take all reasonable and appropriate steps to provide the information I request or resolve my dispute. I understand that I cannot hold the Bank accountable, and the Bank is not responsible, for problems such as malfunctions, failure due to lack of quality, or other defects relating to the goods or services that I purchase with my Card or Account. In these types of disputes, I must pay the Bank the charge and settle my dispute with the establishment where the goods or services were purchased. The Bank will not be responsible if any establishment refuses to honor the Card, or for any other problem I may have with such establishment.

(8) PURCHASES AND CASH ADVANCES

- Purchases:** I understand that I may use the Card or Account for purchases wherever the Card is honored, in accordance with my Agency/Organization's policies and procedures.
- Cash Advances:** My Agency/Organization may approve my Card or Account for cash advance privileges. This will enable me to use my Card to obtain cash from automated teller machines ("ATMs") operated by a bank, other institutions, or a Citibank branch teller, when authorized by my Agency/Organization.
- Cash Advance Transaction Fee:** Each time I use my Card to obtain cash from an ATM, I will be assessed a transaction fee of 2.25% or lower. If my Agency/Organization has negotiated a lower fee, the lower amount will apply. The transaction fee will be billed to me on my billing statement. In some cases, a surcharge may be imposed by ATM operators.
- Personal Identification Number:** If I am approved for cash advance privileges, I will receive a confidential number code. This code is my personal identification number ("PIN"). To obtain cash from an ATM, my PIN must be entered into the ATM after I insert my Card. I agree to take all reasonable precautions to prevent any other person from learning my PIN or using my Card to make unauthorized transactions. I agree not to write my PIN on my Card or on any material I keep with the Card. I agree that if I voluntarily give the Card and my PIN to someone else for any reason, I am authorizing all transactions made by that person.
- My Ability to Get Cash at an ATM or Citibank Branch Bank:** Any limits for obtaining cash are set by the Agency's/Organization's policy. Limits on the number of and the dollar amount of transactions may be restricted by the operators of the ATM.
- Citibank (South Dakota), N.A. Card Liability:** The Bank will not be liable for any losses or damages resulting from any use or attempted use of the cash advance privileges including, but not limited to, situations where:
 - ATMs or any computer systems, including Citibank systems, do not work properly;
 - ATMs do not have enough cash;
 - Or circumstances beyond the control of the Bank.

(9) TRAVELLERS CHEQUES

- Purchases:** My Agency/Organization may approve my Account for travellers cheque purchases. This will enable me to make purchases of American Express travellers cheques through my Card or Account. A fee of 3% will be applied.
- Loss, Theft or Unauthorized Use:** I agree to notify American Express, immediately at 1-800-721-7262, free in the United States, Virgin Islands, Canada, and Puerto Rico these areas of any loss, theft or unauthorized use of my travellers cheques.

(10) SUSPENSION AND CANCELLATION

The Bank may suspend or cancel my Card or Account privileges as set forth in this Section 10.

- Suspension:** My Account is considered delinquent if payment for the undisputed principal amount has not been received 45 calendar days from the closing date on the billing statement in which the charge appeared. I will receive notification from the Bank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date, my Agency/Organization and I will be notified that the suspension process will be initiated. My Agency/Organization and I will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, my Account will be suspended, unless otherwise directed by my Agency/Organization. My Agency/Organization or the GSA Contracting Officer has the right to suspend my Account for any reason. Upon payment of the undisputed principal amount to the Bank, my Account will be reinstated.
- Cancellation:** My Card or Account may be canceled if: (i) my Card is used for unauthorized purposes and the Bank has my Agency's/Organization's permission to cancel; (ii) my Account is past due for the undisputed amount 120 calendar days past the closing date and all suspension procedures have been met by the Bank; (iii) my Account has been suspended two times during a 12-month period for undisputed amounts and is past due again. My Agency/Organization and I will be notified that the cancellation process will be initiated. If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, my Card or Account will be canceled unless otherwise directed by my Agency/Organization; or (iv) my Account has been paid with checks returned by my financial institution for insufficient funds ("NSF") two or more times in a 12-month period. In this event, my Account is subject to immediate cancellation. In the event of cancellation, I understand that I must still pay all undisputed amounts due to the Bank under this Agreement. I understand that my Account information may be reported to credit reporting agencies if my Account is canceled. I will surrender the Card

... CONTINUED ON REVERSE SIDE

upon request to my Agency/Organization. I understand that use of the Card or Account after its cancellation will be considered fraudulent and may cause the Bank to take legal action against me.

- C. **Late Fee and Reinstatement of Canceled Accounts:** The Bank may reinstate canceled Accounts upon payment of the undisputed principal amount and late fee. The late fee is 2.5% per month on the entire undisputed principal amount until my payment is received by the Bank. The Bank may conduct a credit worthiness check on me prior to reinstatement of my canceled Account. If my Agency/Organization has requested a reinstatement fee, I will be charged that fee upon reinstatement. Late fees are assessable against my canceled Account irrespective of whether the Bank reinstates it.
- D. **Waiver of Suspension/Cancellation Rights:** If the Bank does not enforce its Suspension and Cancellation rights under this Agreement within 180 days of the closing date on the billing statement in which the charge first appeared, it will lose them.
- E. **Collection:** The Bank may use a collection agency to collect against canceled Accounts. Court costs and reasonable attorney's fees, not to exceed fifteen percent (15%) of the amount owed, may be added to the Account if the Bank must refer all or any part of the Account to an outside attorney or agency for collection.

(11) CHANGING THIS AGREEMENT

The Bank may, upon written approval by the GSA and my Agency/Organization, change this Agreement. The Bank will notify me in writing at least 30 days prior to the date of the change. If I do not agree to the changes, I will cut the card in half and return the pieces to the Bank within 25 days of the date the change in terms becomes effective. I agree that I will be bound by the new terms if I use the Card after the effective date of the new terms.

(12) LIABILITY FOR CHARGES

I am responsible for all purchases, cash advances and fees charged to the Card issued to me, and the Bank will seek payment for all charges directly from me regardless of whether I have been reimbursed by my Agency/Organization.

(13) DISCLOSURE OF INFORMATION

In addition to routine uses under the Privacy Act, I authorize the Bank to: (i) provide information about my Account to the Bank's service providers administering my Account under the GSA Contract; and (ii) disclose all necessary Account information to outside attorneys, collection agencies or credit reporting agencies, if the Bank refers all or part of my Account for collection in accordance with the GSA Contract and my Agency/Organization's task order. I understand that past due Accounts will be reported to my Agency/Organization. By signing this Agreement, I am providing my written consent to the disclosure of information as provided in this Section 13.

(14) EXCHANGE OF INFORMATION

The Bank may provide to my Agency/Organization monthly or as often as requested, any information obtained by the Bank about my Account. This information can include Account status, any Account delinquency information, and charge activity. The information can also include detailed information about specific items or services purchased or paid for using my Account, including information from merchants that accept the card (including the components of my transaction with the merchant). The Bank may also contact my manager or other individual designated by my Agency/Organization for assistance in managing my Account balances. My Agency/Organization is authorized to provide information about me to the Bank for the purpose of assisting the Bank in managing my Account.

(15) TELEPHONE MONITORING

I understand that from time to time the Bank may monitor and/or record telephone calls regarding my Account to assure the quality of its service.

(16) GOVERNING LAW

This Agreement and my Account are subject to the GSA Contract and shall be governed by South Dakota law and the laws of the United States.

(17) CONSUMER CREDIT REPORTS

I authorize the Bank and my Agency to obtain consumer credit reports on me.

(18) ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY SINGLE ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE MORE SIMPLE AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either the Bank or I may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between me and the Bank (called "Claims").

Claims Covered

- What Claims are subject to arbitration? All Claims relating to my Account, a prior related account, or the relationship between me and the Bank are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, my or the Bank's negligence, statutory or regulatory provisions, or any other source of law. Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- Whose Claims are subject to arbitration? Not only mine and the Bank's, but also Claims made by or against anyone connected with the

Bank or me or claiming through the Bank or me, such as a co-obligor or authorized user of my Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

- What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of my Account, are subject to arbitration.
- Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

- How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that I attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to my then current billing address, or at some other place to which I and the Bank agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4505

Web site: www.adr.org

National Arbitration Forum
P.O. Box 50191
Minneapolis, MN 55405

Web site: www.arbitration-forum.com

At any time the Bank or I may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitrator will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to me or the Bank. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by me or the Bank. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. I or the Bank may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if recovered by me or the Bank, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

- Who pays? Whoever files the arbitration pays the initial filing fee. If the Bank files, the Bank pays; if I file, I pay, unless I get a fee waiver under the applicable rules of the arbitration firm. If I have paid the initial filing fee and I prevail, the Bank will reimburse me for that fee. If there is a hearing, the Bank will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, the Bank will advance or reimburse my fee if the arbitration firm or arbitrator determines there is good reason for requiring the Bank to do so, or if I ask the Bank and the Bank determines there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

- Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If I or the Bank require arbitration of a Claim, neither I, the Bank, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on my or the Bank's behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

- When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between me and the Bank concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between me and the Bank.



GOVERNMENT SERVICES TRAVEL CARD PROGRAM CARDHOLDER ACCOUNT AGREEMENT

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(1) THIS AGREEMENT

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I agree to notify the Bank and my Agency/Organization immediately of any loss, theft or unauthorized use of the Card or Account. I will notify the Bank, by phone at 1-800-790-7266, toll free in the Continental United States, Hawaii, Alaska, Virgin Islands, Puerto Rico, or Canada, or collect at 604-954-7850 outside these areas. I will notify my Agency/Organization if directed. If my Card is returned to me after I have notified the Bank, I agree not to use the Card. I will not be liable for unauthorized charges that are made on my Card.

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If any money order, check or draft is delivered to the Bank and cannot be processed, or is not honored for its face amount when presented, I

agree that the Bank may impose as liquidated damages for its costs a charge of \$15.

(7) BILLING INQUIRIES/PROBLEMS WITH GOODS AND SERVICES

If I have any question, problem or dispute about the billing statement, I will notify the Bank in writing or by telephone, within 60 days of the billing date on the statement. The Bank will take all reasonable and appropriate steps to provide the information I request or resolve my dispute. I understand that I cannot hold the Bank accountable, and the Bank is not responsible, for problems such as malfunctions, failures due to lack of quality, or other defects relating to the goods or services that I purchase with my Card or Account. In these types of disputes, I must pay the Bank the charge and settle my dispute with the establishment where the goods or services were purchased. The Bank will not be responsible if any establishment refuses to honor the Card, or for any other problem I may have with such establishment.

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- Purchases:** I understand that I may use the Card or Account for purchases wherever the Card is honored, in accordance with my Agency/Organization's policies and procedures.
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- Cash Advance Transaction Fee:** Each time I use my Card to obtain cash from an ATM, I will be assessed a transaction fee of 2.25% or lower. If my Agency/Organization has negotiated a lower fee, the lower amount will apply. The transaction fee will be billed to me on my billing statement. In some cases, a surcharge may be imposed by ATM operators.
- Personal Identification Number:** If I am approved for cash advance privileges, I will receive a confidential number code. This code is my personal identification number ("PIN"). To obtain cash from an ATM, my PIN must be entered into the ATM after I insert my Card. I agree to take all reasonable precautions to prevent any other person from learning my PIN or using my Card to make unauthorized transactions. I agree not to write my PIN on my Card or on any material I keep with the Card. I agree that if I voluntarily give the Card and my PIN to someone else for any reason, I am authorizing all transactions made by that person.
- My Ability to Get Cash at an ATM or Citibank Branch Bank:** Any limits for obtaining cash are set by the Agency's/Organization's policy. Limits on the number of and the dollar amount of transactions may be restricted by the operators of the ATM.
- Citibank (South Dakota), N.A. Card Liability:** The Bank will not be liable for any losses or damages resulting from any use or attempted use of the cash advance privileges including, but not limited to, situations where:
 - ATMs or any computer systems, including Citibank systems, do not work properly;
 - ATMs do not have enough cash;
 - Or circumstances beyond the control of the Bank.

(9) TRAVELLERS CHEQUES

- Purchases:** My Agency/Organization may approve my Account for travellers cheque purchases. This will enable me to make purchases of American Express travellers cheques through my Card or Account. A fee of 3% will be applied.
- Loss, Theft or Unauthorized Use:** I agree to notify American Express, immediately at 1-800-721-7282 free in the United States, Virgin Islands, Canada, and Puerto Rico these areas of any loss, theft or unauthorized use of my travellers cheques.

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The Bank may suspend or cancel my Card or Account privileges as set forth in this Section 10.

- Suspension:** My Account is considered delinquent if payment for the undisputed principal amount has not been received 45 calendar days from the closing date on the billing statement in which the charge appeared. I will receive notification from the Bank requesting payment of the undisputed past due amount. If payment has not been received 55 calendar days from the closing date, my Agency/Organization and I will be notified that the suspension process will be initiated. My Agency/Organization and I will be notified of a point of contact to assist in resolving the past due account. If payment for the undisputed principal amount has not been received 61 calendar days from the closing date, my Account will be suspended, unless otherwise directed by my Agency/Organization. My Agency/Organization or the GSA Contracting Officer has the right to suspend my Account for any reason. Upon payment of the undisputed principal amount to the Bank, my Account will be reinstated.
- Cancellation:** My Card or Account may be canceled if: (i) my Card is used for unauthorized purposes and the Bank has my Agency's/Organization's permission to cancel; (ii) my Account is past due for the undisputed amounts 120 calendar days past the closing date and all suspension procedures have been met by the Bank; (iii) my Account has been suspended two times during a 12-month period for undisputed amounts and is past due again; My Agency/Organization and I will be notified that the cancellation process will be initiated. If payment for the undisputed principal amount has not been received 126 calendar days from the closing date, my Card or Account will be canceled unless otherwise directed by my Agency/Organization; or (iv) my Account has been paid with checks returned by my financial institution for insufficient funds ("NSF") two or more times in a 12-month period. In this event, my Account is subject to immediate cancellation. In the event of cancellation, I understand that I must still pay all undisputed amounts due to the Bank under this Agreement. I understand that my Account information may be reported to credit reporting agencies if my

CONTINUED ON REVERSE SIDE

Account is canceled. I will surrender the Card upon request to my Agency/Organization. I understand that use of the Card or Account after its cancellation will be considered fraudulent and may cause the Bank to take legal action against me.

C. **Late Fee and Reinstatement of Canceled Accounts:** The Bank may reinstate canceled Accounts upon payment of the undisputed principal amount and late fee. The late fee is 2.5% per month on the entire undisputed principal amount until my payment is received by the Bank. The Bank may conduct a credit worthiness check on me prior to reinstatement of my canceled Account. If my Agency/Organization has negotiated a reinstatement fee, I will be charged that fee upon reinstatement. Late fees are assessable against my canceled Account irrespective of whether the Bank reinstates it.

D. **Waiver of Suspension/Cancellation Rights:** If the Bank does not enforce its Suspension and Cancellation rights under this Agreement within 180 days of the closing date on the billing statement in which the charge first appeared, I will lose them.

E. **Collection:** The Bank may use a collection agency to collect against canceled Accounts. Court costs and reasonable attorneys' fees, not to exceed fifteen percent (15%) of the amount owed, may be added to the Account if the Bank must refer all or any part of the Account to an outside attorney or agency for collection.

(11) CHANGING THIS AGREEMENT

The Bank may, upon written approval by the GSA and my Agency/Organization, change this Agreement. The Bank will notify me in writing at least 30 days prior to the date of the change. If I do not agree to the changes, I will cut the card in half and return the pieces to the Bank within 25 days of the date the change in terms becomes effective. I agree that I will be bound by the new terms if I use the Card after the effective date of the new terms.

(12) LIABILITY FOR CHARGES

I am responsible for all purchases, cash advances and fees charged to the Card issued to me, and the Bank will seek payment for all charges directly from me regardless of whether I have been reimbursed by my Agency/Organization.

(13) DISCLOSURE OF INFORMATION

In addition to routine uses under the Privacy Act, I authorize the Bank to: (i) provide information about my Account to the Bank's service providers administering my Account under the GSA Contract; and (ii) disclose all necessary Account information to outside attorneys, collection agencies or credit reporting agencies, if the Bank refers all or part of my Account for collection in accordance with the GSA Contract and my Agency/Organization's task order. I understand that past due Accounts will be reported to my Agency/Organization. By signing this Agreement, I am providing my written consent to the disclosure of information as provided in this Section 13.

(14) EXCHANGE OF INFORMATION

The Bank may provide to my Agency/Organization monthly or as often as requested, any information obtained by the Bank about my Account. This information can include Account status, any Account delinquency information, and charge activity. The information can also include detailed information about specific items or services purchased or paid for using my Account, including information from merchants that accept the Card identifying the components of my transaction with the merchant. The Bank may also contact my manager or other individual designated by my Agency/Organization for assistance in managing my Account balance. My Agency/Organization is authorized to provide information about me to the Bank for the purpose of assisting the Bank in managing my Account.

(15) TELEPHONE MONITORING

I understand that from time to time the Bank may monitor and/or record telephone calls regarding my Account to assure the quality of its service.

(16) GOVERNING LAW

This Agreement and my Account are subject to the GSA Contract and shall be governed by South Dakota law and the laws of the United States.

(17) ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL. AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE MORE SIMPLE AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either the Bank or I may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between me and the Bank (called "Claims").

Claims Covered

• What Claims are subject to arbitration? All Claims relating to my Account, a prior related account, or the relationship between me and the Bank are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, my or the Bank's negligence, statutory or regulatory provisions, or any other sources of law. Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

• Which Claims are subject to arbitration? Not only mine and the Bank's, but also Claims made by or against anyone connected with the Bank or me or claiming through the Bank or me, such as a coapplicant

or authorized user of my Account, an employee, agent, representative, affiliate company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

• What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of my Account, are subject to arbitration.

• Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

• What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

• How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or National Arbitration Forum. Any arbitration hearing that I attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to my then current billing address, or at some other place to which I and the Bank agree in writing. You may obtain copies of the current rules of each of the two arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4805

Web site: www.adr.com

National Arbitration Forum
P.O. Box 50191

Minneapolis, MN 55405

Web site: www.arbitration-forum.com

At any time the Bank or I may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

• What procedures and law are applicable to arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to me or the Bank. The arbitrator will take reasonable steps to protect customer Account information and other confidential information if requested to do so by me or the Bank. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief not provided for under applicable law, or the Bank may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by me or the Bank, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

• Who pays? Whoever files the arbitration pays the initial filing fee. If the Bank files, the Bank pays; if I file, I pay, unless I get a fee waiver under the applicable rules of the arbitration firm. If I have paid the initial filing fee and I prevail, the Bank will reimburse me for that fee. If there is a hearing, the Bank will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, the Bank will advance or reimburse my fees if the arbitration firm or arbitrator determines there is good reason for requiring the Bank to do so, or if I ask the Bank and the Bank determines there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

• Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If I or the Bank require arbitration of a Claim, neither I, the Bank, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on my or the Bank's behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

• When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between me and the Bank concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of my Account, or any amounts owed on your account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between me and the Bank.

responsible for the theft or damage to the Program Administrator (as appointed by Virginia Surety Company, Inc.) to the extent of the loss reimbursed under this coverage.

EFFECTIVE DATE. This insurance is effective November 29, 1998. Citibank (South Dakota), N.A. can cancel or non-renew this insurance for all cardholders, and if we do, we will notify you at least 60 days in advance. If the insurer non-renews coverage, we will notify you within 60 to 120 days of expiration of the policy. Such notices need not be given if substantially similar replacement coverage takes effect without interruption. This benefit does not apply if your CITI Travel Card or CITI One Card charge privileges have in any way been suspended, or if your account has been canceled. Benefits will still apply to travel commenced prior to the date of such policy expiration provided all other terms of coverage are met. No insurance benefits will apply in the event of fraud.

Coverage to an eligible cardholder shall be void if, whether before or after a loss, the eligible cardholder has concealed or misrepresented any material fact or circumstance concerning the insurance, the subject or interest of this insurance, or commits false swearing in connection with any of the foregoing.

No assignment of benefits. No person or entity other than the cardholder shall have any legal right, remedy, or claim for insurance proceeds and/or damages under it or arising out of this coverage. All rights or benefits provided to cardholders under the Common Carrier Baggage program may not be assigned without the prior written consent of the Program Administrator. Any assignment or transfer without the prior written consent of the Program Administrator shall be null and void.

No action at law or in equity shall be brought to recover under the Master Policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with requirements of the Master Policy.

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CITI Commercial Cards, Government Services

SUMMARY OF Common Carrier Baggage Insurance Coverage

*for the CITI® Travel Card and the CITI® One Card
for Government Employees*

*Please contact the CITI Customer Service Center at
1-800-790-7206 for information regarding the maximum
benefit amount that applies to your account.*

The Plan

ELIGIBILITY & COVERAGE. As an eligible CITI® Travel Card or CITI® One Card accountholder, the company will cover you and your dependents for permanently lost, stolen or damaged articles while checked with or carried on a common carrier, when the entire common carrier fare is charged to your CITI Travel Card or CITI One Card account. Dependents are your spouse and unmarried dependent child(ren) under age 19 (23 if a full-time student) traveling on a common carrier ticket purchased with the cardholder's CITI Travel Card or CITI One Card account. Common carrier means any scheduled airline, land or water conveyance licensed for the transportation of passengers for hire.

This coverage is not available to CITI® Purchase Card and CITI® Fleet Card accountholders.

Coverage for checked baggage and carried-on items is up to the maximum benefit amount per occurrence per covered person. If an item is permanently lost, damaged or stolen, it will be repaired or replaced at no additional charge, or the cardholder will be reimbursed up to the maximum benefit amount per item and the maximum benefit amount per occurrence for all eligible items at the insurer's option.

When the item insured under Common Carrier coverage consists of items in a pair or sets, the coverage will not pay more than the cost of any particular part or parts which may be damaged or stolen, unless the items are unusable individually and/or cannot be

replaced individually. If the item is fine arts or antiques, and consists of an article or articles in a pair, set or collection, the coverage will not pay more than the cost of any particular part or parts that may be damaged or stolen regardless of any special value which such article or articles may have as part of such pair, set or collection.

This coverage is excess or secondary to the Common Carrier's liability. Common Carrier Baggage coverage will, after all indemnity from the Common Carrier has been exhausted, be responsible only for the amount not covered by such other indemnity. Coverage is limited to the maximum benefit amount per occurrence, regardless of the number of articles involved. Coverage is not available in states where prohibited.

THE COST. This program is available to you at no extra charge as an eligible CITI Travel Card or CITI One Card cardholder.

EXCLUSIONS. Common Carrier Baggage coverage does not cover: A. loss on any conveyance which is hired or used for sport, contest or recreational activity, or is operated or maintained for the purpose of sport, gamesmanship, contest, sightseeing, observatory and/or recreational activity, regardless of whether such conveyance is licensed; B. loss caused by or resulting from breakage or fragile articles; C. loss as a result of the cardholder's negligent acts or omissions; D. automobiles, automobile equipment, boats or other vehicles or conveyances, trailers, motors, bicycles (except when checked as baggage with the Common Carrier); E. household effects and furnishings, antiques and collector's items; F. eyeglasses, sunglasses, contact lenses, artificial teeth, dental bridges, hearing aids, prosthetic limbs, prescribed medication; G. keys, credit cards, traveler's checks, tickets of any kind, negotiable instruments, bullion, rare or precious coins, cash or its equivalent; H. professional or occupational equipment or property whether or not electronic business equipment, telephones, computer hardware or software; I. plants, animals; J. consumables; K. perishables; or L. theft or damage of jewelry, cameras and video recording equipment, computers and any accessories contained in baggage is not covered unless carried by hand under the personal supervision of the cardholder or the cardholder's traveling companion previously known to the cardholder.

There is no coverage for theft or damage caused by fraud, abuse, vermin, alteration (including cutting, sawing, shaping), war or hostilities of any kind (for example, invasion, rebellion or insurrection), confiscation by any government, public authority or customs official, items of contraband, losses arising from illegal activities or acts, normal wear and tear, radioactive contamination,

acts of God (including but not limited to flood, hurricane or earthquake), mysterious disappearance (mysterious disappearance means the vanishing of an item in an unexplained manner marked by the absence of evidence of the wrongful act of another) or inherent product defect.

GENERAL INFORMATION. This program description is an important document; however, it is not a policy or contract of insurance. All information in this program description is subject to the terms and conditions of Virginia Surety Master Policy Number ECC-005 which is in the possession of World Access Service Corporation, the Program Administrator. For general information or to file a claim under this program, call toll-free 1-800-586-8458. If calling from outside the U.S., call collect at (804) 673-1673.

How to File a Claim

1. If a covered item is permanently lost, damaged or stolen, the cardholder must notify the Common Carrier and complete their claim procedures. The cardholder must also inform the Program Administrator within 45 days of the date that the loss, theft or damage occurred. If the cardholder fails to immediately report the loss, theft or damage to the Common Carrier or give notice within 45 days from the date that the loss, theft or damage occurred, denial of the claim may result.

2. When notified, the Program Administrator will set up a claim file and send the cardholder a claim form. The cardholder must complete the claim form, attach all requested documentation (for example, the disposition of the Common Carrier claim, record of charge, receipt and a copy of the police report, if applicable), and return the completed form as soon as possible, but no later than 90 days from the date of the theft or damage. In the event that certain documents are not available when the claim form is returned (for example, payments made by other insurance policies), the claim file will remain open for 6 months from the date of purchase. Common Carrier coverage will not pay any claim that is not completely substantiated in the manner requested within this 6 month period. The cardholder may be required to send the damaged item, at the cardholder's expense, to an address provided by the Program Administrator. When a claim is paid, the cardholder may be required to assign their rights to recover the amount of the loss from the party



Citibank® Commercial Cards, Government Services
SUMMARY OF

Automotive Travel Accident Insurance Coverage

For Citibank® Travel Card and Citibank® One Card for Government Employees

Please contact Citibank Customer Service Center at 1-800-790-7206 for information regarding the maximum benefit amount that applies to your account.

THE PLAN As a eligible Citibank Travel Card or Citibank One Card accountholder, you, your spouse, your dependent children,* and any authorized user of an eligible Citibank Travel Card or Citibank One Card account whose fare has been purchased with a covered account will be automatically insured against accidental loss of life, limb, sight, speech or hearing while riding as a passenger in, entering or exiting any licensed common carrier, provided the entire cost of the passenger fare(s), less redeemable certificates, vouchers or coupons, has been charged to your Citibank Travel Card or Citibank One Card account. If the entire cost of the passenger fare has been charged to your Citibank Travel Card or Citibank One Card account prior to your departure for the airport, terminal or station, coverage is also provided for common carrier travel (including taxi, bus, train or airport limousine, but not including courtesy transportation provided without a specific charge), immediately a) preceding your

EXCLUSIONS The policy does not cover any loss caused by or resulting from: intentionally self-inflicted injury, suicide, or attempted suicide, whether sane or insane; war or act of war, declared or not; injury sustained while riding on any aircraft except a Civil or Public Aircraft, or Military Transport Aircraft; or injury sustained while riding on any aircraft a) as a pilot, crew member or student pilot; b) as a flight instructor or examiner.

EFFECTIVE DATE This insurance is effective January 1, 2002 and will cease on the date The AIG Life Insurance Company Master Policy SRG 8062346 is terminated or on the date your Citibank Travel Card or Citibank One Card account ceases to be in good standing, whichever occurs first.

FILING CLAIMS FOR BENEFITS For general information, beneficiary designation, or to file a claim under this plan, simply call the Plan Administrator at 1-800-418-1515, Monday through Friday, 9:00AM - 5:00PM, Eastern time. You can also write to Thompson & Company Insurance Services, Inc., Citibank Administrative Department-AIG Life Insurance Policy SRG 8062346, 2 North Lake Avenue, Pasadena, CA 91101. The Plan Administrator will provide you with instructions and forms for filing proof of loss.

AS A HANDY REFERENCE GUIDE, PLEASE READ THIS AND KEEP IT IN A SAFE PLACE WITH YOUR OTHER INSURANCE DOCUMENTS. THIS DESCRIPTION OF COVERAGE IS NOT A CONTRACT OF INSURANCE BUT IS SUPPLY AN INFORMATIVE STATEMENT OF THE PRINCIPAL PROVISIONS OF THE INSURANCE WHILE IN EFFECT. COMPLETE PROVISIONS PERTAINING TO THIS PLAN OF INSURANCE ARE CONTAINED IN THE MASTER POLICY ON FILE WITH CITIBANK (SOUTH DAKOTA), N.A. IF THIS PLAN DOES NOT CONFORM TO YOUR STATE STATUTES, IT WILL BE AMENDED TO COMPLY WITH SUCH LAWS. IF A STATEMENT IN THIS DESCRIPTION OF COVERAGE AND ANY PROVISION IN THE POLICY DIFFER, THE POLICY WILL GOVERN.

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FOI-7287-4 -0807 CPO2-92463

departure directly to the airport, terminal, or station, b) while at the airport, terminal, or station, and c) immediately following your arrival at the airport, terminal or station of your destination. If the entire cost of the passenger fare has not been charged prior to your arrival at the airport, terminal, or station, coverage begins at the time the entire cost of the travel passenger fare is charged to your Citibank Travel Card or Citibank One Card account. Common Carrier means any land, water or air conveyance operated by those whose occupation or business is the transportation of persons without discrimination and for hire.

* Dependent Child(ren) means children who are primarily dependent on the Insured for maintenance and support and who are under the age of 19 and reside with the Insured, beyond the age of 19 who are permanently mentally or physically challenged and incapable of self support, or up to age 25 if classified as a full-time student at an institution higher learning.

ELIGIBILITY This travel insurance plan is provided to eligible Citibank Travel Card and Citibank One Card accountholders of Citibank (South Dakota), N.A. automatically when the entire cost of the passenger fare(s) is charged to a Citibank Travel Card or Citibank One Card account while this insurance is effective. It is not necessary for you to notify Citibank (South Dakota), N.A., the Plan Administrator, or the Insurance Company when tickets are purchased. This coverage is not available to Citibank® Purchasing Card and Citibank® Fleet Card accountholders.

THE COST This travel insurance plan is provided at no additional cost to eligible Citibank Travel Card and Citibank One Card cardholders of Citibank (South Dakota), N.A.

BENEFICIARY The Loss of Life benefit will be paid to the first surviving beneficiary in the following order: a) the Insured's spouse b) the Insured's children c) the Insured's parents d) the Insured's brothers and sisters e) the Insured's estate. All other Indemnities will be paid to the Insured. If you desire a specific beneficiary other than as designated above, notify the Plan Administrator, at the address below. The beneficiary designation is effective immediately and supersedes any previous notification you may have made.

THE BENEFITS The full Benefit Amount is payable for accidental injury causing loss; of life, two or more members, sight of both eyes, speech and hearing or any combination thereof. "Injury" means bodily injury resulting directly and independently of all other causes from an accident which occurs while the Covered Person is covered under this policy, but not loss resulting from sickness or disease. One half of the Benefit Amount is payable for accidental loss of: one member, sight of one eye, speech or hearing. "Member" means hand or foot. One quarter of the Benefit Amount is payable for the accidental loss of the thumb and index finger of the same hand.

"Loss" means, with respect to a hand, complete severance through or above the knuckle joints of at least four fingers on the same hand, with respect to a foot, complete severance through or above the ankle joint. The Company will consider it a loss of hand or foot even if they are later reattached.

"Benefit Amount" means the Loss amount applicable at the time the entire cost of the passenger fare is charged to a Citibank Travel Card or Citibank One Card account. The loss must occur within one year of accident. If the Insured has multiple losses as the result of one accident, the Company will pay the single largest Benefit Amount. In no event will duplicate request forms or multiple charge cards obligate the Insurance Company in excess of the stated Benefit Amounts for any one loss sustained by any one Individual Insured as the result of any one accident.

Remember

- Enclose your check or money order payable in U.S. dollars with this payment coupon, but do not staple or tape them together. Please do not send cash.
- Write your account number on the front of your check or money order.
- Please make sure the entire Citibank address appears through the window of your remittance envelope.

Change of Address or Telephone Number

Street Address _____

 City, State _____ ZIP _____
 Home Phone _____ Business Phone _____

**PAYMENT
INFORMATION**

**Mail your payment in the envelope
provided, or send your payment to:**

Citibank
 P.O. Box 6575
 The Lakes, NV 88901-6575

**You may send your payment via
overnight mail to:**

Citibank
 8725 W. Sahara Ave.
 The Lakes, NV 89163

- Disputed amounts may be deducted from "Total Payments Due", after you notify Citibank of disputed items. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared.
- Please note your full account number on the front of your payment.
- Payments, adjustments, and charges received after the date indicated on the front as the "Statement Date", will appear on your next statement.

**CUSTOMER
SERVICE**

Mail all written inquiries to:

Citibank
 P.O. Box 6125
 Sioux Falls, SD 57117-6125

Please include complete account number information with all correspondence.

Telephone inquiries:

Call Toll-Free 1-800-790-7206

Outside the Continental United States
 Call collect 804-954-7850

Service Representatives are available to assist you 24 hours a day, seven days a week. Best days to call are Wednesday through Friday. Please have account number information ready.

**LOST OR
STOLEN CARD**

Please notify us immediately (day or night) by telephone. After you notify us, you will not be liable for any unauthorized use of your Government Card.

If your Card is lost or stolen outside these areas, call collect 804-954-7850.

From the Continental U.S. (Alaska, Hawaii, Puerto Rico and the Virgin Islands) or Canada, call Toll-Free 1-800-790-7206.

R1410-6240G-0807

F 000001

Presenting your new
CITI® Government Card.

S 8263-2445 0502 01 0000500
2 1



Cards Enclosed

1

Account Number

The CITI® Government Card is designed specifically for government employees, providing an array of benefits and features including:

- Worldwide acceptance at more than 30 million establishments.
- 24-hour customer service.
- Convenient record of all your business expenses.

For your convenience, our 24-hour toll-free customer service telephone number is printed on the back of your card.

Important: To prevent unauthorized use, please sign this card immediately.

Your card is not valid until the date shown on the front of the card.

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Customer Service
and Lost/Stolen
Service Hours:

Call Toll-Free 7 Days a Week-
24 Hours 1-800-790-7206

Outside the U.S. and
Canada Call Collect:

1-904-954-7850

Customer Service
Address:

Citibank
P.O. Box 6125
701 E. 80th Street (MC 3270)
Sioux Falls, SD 57117-6125

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 north america public sector >
 small business
 news & press releases
 contact commercial cards >
 atm/citibank locator
 qsa smartpay
 faq

Cash Management

Citibank® Commercial Cards

Government Services

The Citibank® Commercial Cards, Government Services team realizes how important it is for your agency/organization to manage its expenditures and financial processes more effectively. We take a consultative approach in designing a program that will be right for you, and provide dedicated account teams to implement the solutions that can help your agency/organization to increase its efficiency and achieve meaningful savings.

From traditional credit cards to innovative online solutions, a Citi program will enable you to:

- Streamline your transaction, accounting, reporting and payment processes
- Allocate costs accurately
- Analyze, control and reduce purchasing and travel-related expenses
- Simplify procurement and supply-chain management
- Eliminate routine paperwork and its administrative costs
- Monitor and improve compliance with your agency/organization's policies

Citi provides you with the tools to help you migrate from paper-based systems and to manage all of the above processes electronically.

As a further benefit, we will work with you on an ongoing basis to help you achieve the maximum value from your program. And, Citi offers best-in-class customer service to assist you whenever you need help.

To learn more about the specific solutions that Citi can offer your agency/organization, please see the [solutions](#) section of this site, or [contact](#) the Commercial Cards, Government Services team.

Web-Based Tools

Registered users can access our Web-based tools through the following links:

- CitiDirect® Card Management System
- Citibank® Custom Reporting System
- Citibank® Electronic Reporting System
- Citibank® Online Statements

Citigroup.com

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Citigroup.com

Cash Management

Citibank® Commercial Cards

Government Services Solutions

Card Solutions

Purchase Card: An effective and efficient solution for purchasing a variety of goods and services

Travel Card: Streamlined travel expense management, with valuable resources for your organization and cardholders

Fleet Card: For payment of fuel, repair and maintenance on government vehicles.

Program Management and Reporting Tools

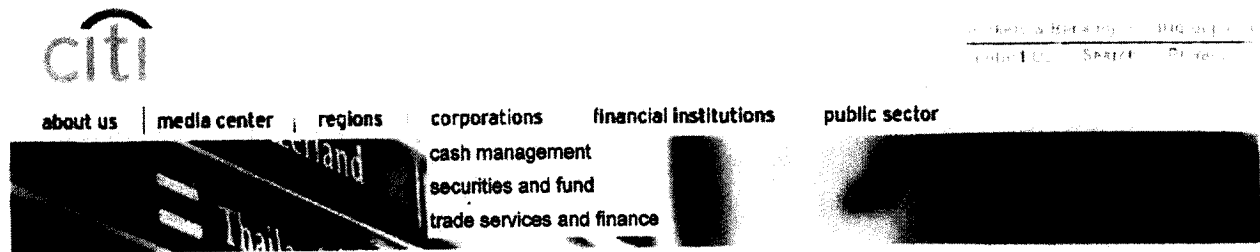
CitiDirect® Card Management System: Powerful technology for online card program management, reporting and analysis

Citibank® Custom Reporting System: An easy-to-use application for creating customized reports from over 600 data elements

Citibank® Electronic Reporting System: Streamlined management and distribution of transaction reports and files

Citibank® Online Statements: Online access to account statements for streamlined review and payment

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Cash Management

Citibank® Commercial Cards

Public Sector

At Citi, we know that managing and monitoring the details of your organization's expenses is just as important as the convenience and far-reaching acceptance a Citibank® Commercial Card provides your employees.

That is why we offer comprehensive and flexible transaction information – from line-item and folio-level details to consolidated transaction data.

With this information, you are able to look beyond the details to more effectively manage expenses and strengthen your bargaining power with vendors.

Whether you want to customize a new card program, or re-engineer and expand an existing one, a dedicated Citi account team will develop the most effective solution for your organization. Plus, you and your staff will always have access to our best-in-class customer services team, any time of the day or night, from anywhere in the world.

Tap into the financial and technical expertise of a trusted industry leader, with:

- Comprehensive data management and reporting
- Unmatched global capabilities
- Powerful technology
- Ongoing consultative support

Read more about Citi's innovative commercial card solutions. You can also [contact](#) our Commercial Cards team to learn more about how we can deliver the details for your business.

Web-Based Tools

Registered users can access our Web-based tools through the following links:

- CitiDirect® Card Management System
- Citibank® Custom Reporting System
- Citibank® Electronic Reporting System
- Citibank® Online Statements



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Cash Management

Citibank® Commercial Cards Public Sector Solutions

Citibank® Commercial Cards combines traditional purchasing, travel and fleet card programs with the most advanced technology and reporting tools available. Whether your needs are local or global, Citi has a solution to meet your organization's needs – providing the details and the systems you need to improve your financial processes.

Card Solutions

Citibank® Purchasing Card: Simplified procurement and payment processes for a wide range of goods and services – from office supplies to professional services and everything in between

Citibank® Travel Card: Effective and efficient travel expense management, with valuable benefits for your organization and cardholders

Citibank® Fleet Card: Convenient payment and tracking of fuel, repair and maintenance expenses for commercial vehicles

Citibank® One Card: Combined functionality of two or more Citibank Commercial Cards solutions for simplified expense management

Online Program Management and Reporting Tools

CitiDirect® Card Management System: Powerful technology for online card program management, reporting and analysis

Citibank® Custom Reporting System: An easy-to-use application for creating customized reports from over 600 data elements

Citibank® Electronic Reporting System: Streamlined management and distribution of transaction reports and files

Citibank® Online Statements: Online access to account statements for streamlined review and payment

Add to this the fact that we are always introducing new capabilities to enhance your programs. Features such as declining balance and an integrated phone card solution, as well as an event spending management solution that can be added to your Purchasing Card, Travel Card, Fleet Card or One Card program.

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Cash Management

Citibank® Commercial Cards

Corporate Card for Small Business

The Citibank® Corporate Card enables you to manage your company's everyday expenses more effectively and efficiently. One monthly statement lets you make one payment, eliminating separate vendor invoices. Pre-set credit limits on all cards allow you to plan cash flow needs and track employee spending. And, worldwide card acceptance and a range of cardholder benefits give you and your employees added convenience and peace of mind.

Key Benefits

One credit card for all your needs, whether it's for purchasing, travel and entertainment, or other business expenses

An individual credit limit for each cardholder, giving you greater flexibility and control of employee spending

Cash access privileges at banks and ATMs for designated employee cardholders

Acceptance at more than 22 million locations worldwide and online, for greater convenience

Cardholder benefits such as purchase insurance, car rental insurance, and travel and emergency assistance

One monthly statement that summarizes company spending and details each cardholder's expenditures

Year-End Summary Report that recaps company spending for the entire year

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Opposition

Number: 91201433**Filing Date:** 08/26/2011**Status:** Terminated**Status Date:** 12/21/2011**Interlocutory Attorney:** ELIZABETH WINTER**Defendant****Name:** Jeffrey Lamothe**Correspondence:** JEFFREY LAMOTHE6193 NW 183RD LANE
HIALEAH, FL 33015-5623
UNITED STATES
lamothe038@gmail.com**Serial #:** 85228313Application File**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** CITI KIDS**Plaintiff****Name:** Citigroup Inc.**Correspondence:** BRUCE GOLDNERSKADDEN ARPS SLATE MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK, NY 10036-6522
UNITED STATES
bgoldner@skadden.com, limor.robinson@skadden.com,
smarquez@skadden.com**Serial #:** 73207983Application File**Registration #:** 1181467**Application Status:** Renewed**Mark:** CITI**Serial #:** 72070290Application File**Registration #:** 691815**Application Status:** Renewed**Mark:** CITIBANK**Serial #:** 75462565Application File**Registration #:** 2406753**Application Status:** Renewed**Mark:** CITIGROUP**Serial #:** 75345740Application File**Registration #:** 2261522**Application Status:** Renewed**Mark:** CITIDIRECT**Serial #:** 73159121Application File**Registration #:** 1104470**Application Status:** Renewed**Mark:** CITI NEVER SLEEPSCitigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 171

Prosecution History

| # | Date | History Text | Due Date |
|---|------------|---|------------|
| 6 | 12/21/2011 | TERMINATED | |
| 5 | 12/21/2011 | <u>BOARD'S DECISION: SUSTAINED</u> | |
| 4 | 10/26/2011 | <u>NOTICE OF DEFAULT</u> | |
| 3 | 09/01/2011 | PENDING, INSTITUTED | |
| 2 | 09/01/2011 | <u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u> | 10/11/2011 |
| 1 | 08/26/2011 | <u>FILED AND FEE</u> | |

Results as of 05/10/2012 08:53 PM

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ESTTA Tracking number: **ESTTA427355**

Filing date: **08/26/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

| | |
|---------------------------------------|--|
| Name | Citigroup Inc. |
| Granted to Date of previous extension | 10/19/2011 |
| Address | 399 Park Avenue New York, NY 10043 UNITED STATES |

| | |
|----------------------|--|
| Attorney information | Bruce Goldner Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, NY 10036-6522 UNITED STATES bgoldner@skadden.com, limor.robinson@skadden.com, smarquez@skadden.com Phone:212-735-2972 |
|----------------------|--|

Applicant Information

| | | | |
|------------------------|---|------------------------|------------|
| Application No | 85228313 | Publication date | 06/21/2011 |
| Opposition Filing Date | 08/26/2011 | Opposition Period Ends | 10/19/2011 |
| Applicant | Lamothe, Jeffrey 6193 NW 183 Ln. Miami, FL 33015 UNITED STATES | | |

Goods/Services Affected by Opposition

| |
|---|
| Class 035. All goods and services in the class are opposed, namely: On-line retail store services featuring stationery and notebooks |
|---|

Grounds for Opposition


| | |
|--------------------------------------|-----------------------------|
| Priority and likelihood of confusion | Trademark Act section 2(d) |
| Dilution | Trademark Act section 43(c) |

Marks Cited by Opposer as Basis for Opposition

| | | | |
|-----------------------|------------|-----------------------|------------|
| U.S. Registration No. | 1181467 | Application Date | 03/19/1979 |
| Registration Date | 12/08/1981 | Foreign Priority Date | NONE |
| Word Mark | CITI | | |

| | |
|---------------------|---|
| Design Mark | |
| Description of Mark | NONE |
| Goods/Services | Class 036. First use: First Use: 1979/01/30 First Use In Commerce: 1979/01/30 Financial Services-Namely, Extending Consumer and Industrial Loans to Others; Factoring Services; Credit Card Servicing and the Purchasing and Servicing of Consumer Receivables Associated Therewith; Commercial Lending; Servicing Loans and Extensions of Credit; Real Estate Lending; Mortgage Financing and Mortgage Servicing; Investment Advisory and Financial Advisory Services; Providing Venture Capital to Others |

| | | | |
|-----------------------|---|-----------------------|------------|
| U.S. Registration No. | 691815 | Application Date | 03/26/1959 |
| Registration Date | 01/19/1960 | Foreign Priority Date | NONE |
| Word Mark | CITIBANK | | |
| Design Mark | | | |
| Description of Mark | NONE | | |
| Goods/Services | Class U102 (International Class 036). First use: First Use: 1959/02/02 First Use In Commerce: 1959/02/02 BANKING SERVICES | | |

| | | | |
|-----------------------|---|-----------------------|------------|
| U.S. Registration No. | 2406753 | Application Date | 04/06/1998 |
| Registration Date | 11/21/2000 | Foreign Priority Date | NONE |
| Word Mark | CITIGROUP | | |
| Design Mark |  | | |
| Description of Mark | NONE | | |
| Goods/Services | Class 036. First use: First Use: 1998/04/06 First Use In Commerce: 1998/10/08 FULL RANGE OF [INSURANCE AND] FINANCIAL SERVICES; BANKING SERVICES; CREDIT CARD SERVICES; SECURITIES TRADING, CONSULTING AND UNDERWRITING SERVICES; INVESTMENT SERVICES | | |

| | | | |
|-----------------------|------------|-----------------------|------------|
| U.S. Registration No. | 2261522 | Application Date | 08/25/1997 |
| Registration Date | 07/13/1999 | Foreign Priority Date | NONE |
| Word Mark | CITIDIRECT | | |

| | |
|---------------------|--|
| Design Mark | CITIDIRECT |
| Description of Mark | NONE |
| Goods/Services | Class 036. First use: First Use: 1998/11/30 First Use In Commerce: 1998/11/30 financial services, namely, providing a full line of banking and financial services accessed and provided via computer and global computer network |

| | | | |
|-----------------------|--|-----------------------|------------|
| U.S. Registration No. | 1104470 | Application Date | 02/17/1978 |
| Registration Date | 10/17/1978 | Foreign Priority Date | NONE |
| Word Mark | CITI NEVER SLEEPS | | |
| Design Mark | CITI NEVER SLEEPS | | |
| Description of Mark | NONE | | |
| Goods/Services | Class 036. First use: First Use: 1978/02/03 First Use In Commerce: 1978/02/03 FINANCIAL SERVICES-NAMELY, ELECTRONIC BANKING SERVICES | | |

| | |
|-------------|---|
| Attachments | 75462565#TMSN.gif (1 page)(bytes) 75345740#TMSN.gif (1 page)(bytes) 73159121#TMSN.jpeg (1 page)(bytes) CITI KIDS & Design - Opposition Notice 85228313.pdf (26 pages)(812121 bytes) |
|-------------|---|

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

| | |
|-----------|-----------------|
| Signature | /Bruce Goldner/ |
| Name | Bruce Goldner |
| Date | 08/26/2011 |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

----- X

| | | |
|------------------|---|-----------------------|
| CITIGROUP INC., | : | |
| | : | Serial No. 85/228,313 |
| Opposer, | : | |
| -against- | : | |
| Jeffrey Lamothe, | : | |
| Applicant. | : | |

----- X

NOTICE OF OPPOSITION

Citigroup Inc. ("Opposer"), a Delaware corporation with its principal office at 399 Park Avenue, New York, New York, believes that it would be damaged by the registration of the mark CITI KIDS, shown in U.S. Trademark Application Serial No. 85/228,313 ("Applicant's Mark"), to Jeffrey Lamothe ("Applicant"), and hereby opposes same.

Opposer alleges upon personal knowledge for its own acts and upon information and belief with respect to all other matters, as follows:

The CITI Marks

1. At all relevant times, Opposer was and is the famous financial services company that owns a family of CITI service marks and trademarks.
2. The federally registered mark CITI, U.S. Reg. No. 1,181,467, was granted on December 8, 1981, and has since reached incontestable status pursuant to 15 U.S.C. § 1065. (See Exhibit A attached hereto).

3. For the last four decades, Opposer and its operating affiliates have offered throughout the United States and worldwide, a variety of services and products under numerous CITI marks (collectively the “CITI Marks”), federally registered and/or protected by common law, including, without limitation, the following: **CITI**, U.S. Reg. No. 1,181,467; **CITIBANK**, U.S. Reg. No. 691,815; **CITIGROUP**, U.S. Reg. No. 2,406,753; **CITIDIRECT**, U.S. Reg. No. 2,261,522; **CITI NEVER SLEEPS**, U.S. Reg. No. 1,104,470; **CITI FIELD KIDS**; and **CITI SOCCER KIDS**.¹ (See Exhibit B attached hereto).

4. Until 2005, Opposer also owned a federal trademark registration for the mark **CITIKIDS**, U.S. Reg. No. 2,149,528, for “financial services, namely, banking services,” registered April 7, 1998.

5. Opposer has spent substantial amounts, and devoted considerable time and energy, in advertising, using, promoting, marketing, and developing public awareness for its family of CITI Marks and individual members of its family of CITI Marks. As a result of such expenditures and efforts, Opposer has developed a valuable reputation and enormous goodwill in its family of CITI Marks, as well as in individual members of its family of CITI Marks.

6. The family of CITI Marks, as well as individual members of the family of CITI Marks, are famous as that term is used in Section 43(c) of the Lanham Act.

7. The family of CITI Marks, as well as individual members of the family of CITI Marks, became famous well prior to Applicant’s first use of Applicant’s Mark.

¹ The highlighting in **bold** of certain of these CITI Marks indicates that such marks have reached incontestable status under 15 U.S.C. § 1065.

**Likelihood of Confusion and Likelihood
of Dilution Caused by Applicant's Mark**

8. Applicant's Mark is highly or substantially similar to individual members of Opposer's family of CITI Marks, and is also highly or substantially similar to Opposer's collective family of CITI Marks such that consumers will believe that Applicant's Mark is a member of the family of CITI Marks.

9. The services cited by Applicant under Applicant's Mark, specifically, "On-line retail store services featuring stationery and notebooks," are related to services Opposer has offered under its family of CITI Marks.

10. Accordingly, Applicant's Mark is likely to cause confusion with Opposer's family of CITI Marks, and/or with individual members of Opposer's family of CITI Marks.

11. The registration of Applicant's Mark would grant Applicant rights to which it is not entitled, and would be inconsistent with the prior and established rights of Opposer in its family of CITI Marks and in individual members of its family of CITI Marks.

12. The registration of Applicant's Mark by Applicant is likely to dilute the distinctiveness of Opposer's family of CITI Marks, and in individual members of Opposer's family of CITI Marks, by blurring the considerable source-identifying power of Opposer's family of CITI Marks and of individual members of its family of CITI Marks.

By reason of the foregoing, Opposer will be damaged by the registration of Applicant's Mark to Applicant.

WHEREFORE, Opposer respectfully requests that the Notice of Opposition be sustained and the registration of Applicant's Mark to Applicant be refused.

Dated: New York, New York
August 26, 2011

Bruce Goldner
Kenneth Plevan
Limor Robinson
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Four Times Square
New York, NY 10036
(212) 735-3000 (telephone)
(212) 735-2000 (facsimile)

Attorneys for Opposer Citigroup Inc.

By: 

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing Notice of Opposition has been served on counsel for Manage Mobility, LLC by mailing said copy on August 26, 2011 via First Class Mail, postage prepaid to:

Jeffrey Lamothe
6193 NW 183rd Lane
Hialeah, Florida 33015-5623

A handwritten signature in black ink, appearing to read 'Sylvia Marquez', written over a horizontal line.

Sylvia Marquez

Exhibit A

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2011-08-26 12:22:00 ET

Serial Number: 73207983 Assignment Information Trademark Document Retrieval

Registration Number: 1181467

Mark (words only): CITI

Standard Character claim: No

Current Status: The registration has been renewed.

Date of Status: 2002-01-10

Filing Date: 1979-03-19

Transformed into a National Application: No

Registration Date: 1981-12-08

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 40S -Scanning On Demand

Date In Location: 2008-03-18

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

Financial Services-Namely, Extending Consumer and Industrial Loans to Others; Factoring Services; Credit Card Servicing and the Purchasing and Servicing of Consumer Receivables Associated Therewith; Commercial Lending; Servicing Loans and Extensions of Credit; Real Estate Lending; Mortgage Financing and Mortgage Servicing; Investment Advisory and Financial Advisory Services; Providing Venture Capital to Others

Basis: 1(a)

First Use Date: 1979-01-30

First Use in Commerce Date: 1979-01-30

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2011-01-20 - Notice Of Suit

2010-08-10 - Notice Of Suit

2008-10-08 - Notice Of Suit

2008-03-18 - Case File In TICRS

2002-01-10 - First renewal 10 year

2002-01-10 - Section 8 (10-year) accepted/ Section 9 granted

2001-10-23 - Combined Section 8 (10-year)/Section 9 filed

1996-12-11 - Section 15 acknowledged

1996-10-01 - Section 15 affidavit received

1990-01-25 - Counter claim opp. for Proceeding No.

1988-05-05 - Section 8 (6-year) accepted

1987-11-02 - Section 8 (6-year) filed

1981-12-08 - Registered - Principal Register

1981-05-19 - Published for opposition

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record
YESENIA SANCHEZ

Correspondent
YESENIA SANCHEZ
CITIGROUP, INC.
CORPORATE LAW DEPARTMENT
425 PARK AVENUE, 2ND FLOOR/ZONE 1
NEW YORK, NY 10043

Exhibit B

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2011-08-26 12:23:19 ET

Serial Number: 73207983 Assignment Information Trademark Document Retrieval

Registration Number: 1181467

Mark (words only): CITI

Standard Character claim: No

Current Status: The registration has been renewed.

Date of Status: 2002-01-10

Filing Date: 1979-03-19

Transformed into a National Application: No

Registration Date: 1981-12-08

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 40S -Scanning On Demand

Date In Location: 2008-03-18

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

Financial Services-Namely, Extending Consumer and Industrial Loans to Others; Factoring Services; Credit Card Servicing and the Purchasing and Servicing of Consumer Receivables Associated Therewith; Commercial Lending; Servicing Loans and Extensions of Credit; Real Estate Lending; Mortgage Financing and Mortgage Servicing; Investment Advisory and Financial Advisory Services; Providing Venture Capital to Others

Basis: 1(a)

First Use Date: 1979-01-30

First Use in Commerce Date: 1979-01-30

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2011-01-20 - Notice Of Suit

2010-08-10 - Notice Of Suit

2008-10-08 - Notice Of Suit

2008-03-18 - Case File In TICRS

2002-01-10 - First renewal 10 year

2002-01-10 - Section 8 (10-year) accepted/ Section 9 granted

2001-10-23 - Combined Section 8 (10-year)/Section 9 filed

1996-12-11 - Section 15 acknowledged

1996-10-01 - Section 15 affidavit received

1990-01-25 - Counter claim opp. for Proceeding No.

1988-05-05 - Section 8 (6-year) accepted

1987-11-02 - Section 8 (6-year) filed

1981-12-08 - Registered - Principal Register

1981-05-19 - Published for opposition

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record
YESENIA SANCHEZ

Correspondent
YESENIA SANCHEZ
CITIGROUP, INC.
CORPORATE LAW DEPARTMENT
425 PARK AVENUE, 2ND FLOOR/ZONE 1
NEW YORK, NY 10043

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Serial Number: 72070290 Assignment Information Trademark Document Retrieval

Registration Number: 691815

Mark (words only): CITIBANK

Standard Character claim: No

Current Status: The registration has been renewed.

Date of Status: 2010-03-31

Filing Date: 1959-03-26

Transformed into a National Application: No

Registration Date: 1960-01-19

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: (NOT AVAILABLE)

Date In Location: 2010-03-31

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

U.S. Class: 102 (International Class 036)

Class Status: Active

BANKING SERVICES**Basis:** 1(a)**First Use Date:** 1959-02-02**First Use in Commerce Date:** 1959-02-02

ADDITIONAL INFORMATION

Prior Registration Number(s):

575272

673223

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2010-03-31 - Third renewal 10 year

2010-03-31 - Section 8 (10-year) accepted/ Section 9 granted

2009-10-23 - Combined Section 8 (10-year)/Section 9 filed

2010-03-30 - Case Assigned To Post Registration Paralegal

2009-10-23 - PAPER RECEIVED

2009-09-30 - Post registration action mailed, No response required

2008-12-04 - Assigned To Paralegal

2008-11-21 - Combined Section 8 (10-year)/Section 9 filed

2008-11-21 - PAPER RECEIVED

2008-10-08 - Notice Of Suit

2008-06-12 - Case File In TICRS

2000-06-29 - Section 8 (10-Year) accepted/check record for Section 9

2000-06-29 - Second renewal 10 year

2000-06-29 - Section 9 granted/check record for Section 8

1999-11-09 - Combined Section 8 (10-year)/Section 9 filed

1993-01-12 - Opposition terminated for Proceeding
1992-10-13 - Opposition dismissed for Proceeding
1988-05-09 - Opposition instituted for Proceeding
1983-11-30 - Cancellation terminated for Proceeding
1983-10-14 - Cancellation dismissed for Proceeding
1980-01-19 - First renewal
1981-04-30 - Cancellation Instituted No. 999999

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

YESENIA SANCHEZ
CITIGROUP, INC.
ONE COURT SQUARE
IP AND O&T LAW GROUP, 45TH FLOOR
NEW YORK, NY 11120

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2011-08-26 12:23:55 ET

Serial Number: 75462565 Assignment Information Trademark Document Retrieval

Registration Number: 2406753

Mark (words only): CITIGROUP

Standard Character claim: No

Current Status: The registration has been renewed.

Date of Status: 2011-02-16

Filing Date: 1998-04-06

Transformed into a National Application: No

Registration Date: 2000-11-21

Register: Principal

Law Office Assigned: LAW OFFICE 112

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: (NOT AVAILABLE)

Date In Location: 2011-02-16

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

FULL RANGE OF FINANCIAL SERVICES; BANKING SERVICES; CREDIT CARD SERVICES; SECURITIES TRADING, CONSULTING AND UNDERWRITING SERVICES; INVESTMENT SERVICES

Basis: 1(a)

First Use Date: 1998-04-06

First Use in Commerce Date: 1998-10-08

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2011-02-16 - First renewal 10 year

2011-02-16 - Section 8 (10-year) accepted/ Section 9 granted

2011-02-09 - Combined Section 8 (10-year)/Section 9 filed

2011-02-09 - PAPER RECEIVED

2010-09-01 - Cancellation terminated for Proceeding

2007-10-18 - Section 8 (6-year) accepted

2007-10-18 - Post Registration action mailed - Section 15

2007-10-18 - REINSTATED

2006-08-26 - Section 8 (6-year) and Section 15 Filed

2007-10-15 - PAPER RECEIVED

2007-08-25 - Canceled Section 8 (6-year)

2006-12-21 - Petition To Director Denied

2006-12-04 - FAX RECEIVED

2006-11-29 - FAX RECEIVED

2006-11-14 - Assigned To Petition Staff

2006-09-21 - Petition To Director Received
2006-09-24 - FAX RECEIVED
2006-09-21 - FAX RECEIVED
2006-08-29 - PAPER RECEIVED
2006-06-02 - FAX RECEIVED
2001-01-30 - Cancellation Instituted No. 999999
2000-11-21 - Registered - Principal Register
2000-09-07 - Allowed for Registration - Principal Register (SOU accepted)
2000-09-01 - Assigned To Examiner
2000-08-15 - Statement Of Use Processing Complete
2000-08-15 - Extension 1 granted
2000-06-15 - Use Amendment Filed
2000-06-15 - Extension 1 filed
2000-04-18 - NOA Mailed - SOU Required From Applicant
2000-03-06 - Opposition terminated for Proceeding
2000-03-06 - Opposition dismissed for Proceeding
1999-09-09 - Opposition instituted for Proceeding
1999-06-24 - Extension Of Time To Oppose Received
1999-05-21 - Extension Of Time To Oppose Received
1999-03-30 - Published for opposition
1999-02-26 - Notice of publication
1999-01-25 - Approved For Pub - Principal Register
1998-12-08 - Assigned To Examiner
1998-12-02 - Assigned To Examiner

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

YESENIA SANCHEZ

CITIGROUP INC.

CITIGROUP INC.

ONE COURT SQUARE, 45TH FLOOR

LONG ISLAND CITY, NY 11120

Thank you for your request. Here are the latest results from the TARR web server.

This page was generated by the TARR system on 2011-08-26 12:24:19 ET

Serial Number: 75345740 Assignment Information Trademark Document Retrieval

Registration Number: 2261522

Mark (words only): CITIDIRECT

Standard Character claim: No

Current Status: The registration has been renewed.

Date of Status: 2009-07-01

Filing Date: 1997-08-25

Transformed into a National Application: No

Registration Date: 1999-07-13

Register: Principal

Law Office Assigned: LAW OFFICE 105

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 830 -Post Registration

Date In Location: 2009-07-01

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

International Class: 036

Class Status: Active

financial services, namely, providing a full line of banking and financial services accessed and provided via computer and global computer network

Basis: 1(a)

First Use Date: 1998-11-30

First Use in Commerce Date: 1998-11-30

ADDITIONAL INFORMATION

Prior Registration Number(s):

1181467

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2009-07-01 - First renewal 10 year

2009-07-01 - Section 8 (10-year) accepted/ Section 9 granted

2009-06-17 - Combined Section 8 (10-year)/Section 9 filed

2009-06-25 - Assigned To Paralegal

2009-06-17 - PAPER RECEIVED

2007-07-06 - Case File In TICRS

2005-09-14 - Section 8 (6-year) accepted & Section 15 acknowledged

2005-09-12 - Assigned To Paralegal

2005-07-11 - Section 8 (6-year) and Section 15 Filed

2005-07-11 - PAPER RECEIVED

1999-07-13 - Registered - Principal Register

1999-05-25 - Allowed for Registration - Principal Register (SOU accepted)

1999-05-25 - Assigned To Examiner

1999-05-17 - Statement Of Use Processing Complete

1999-05-17 - Extension 2 granted

1999-04-14 - Use Amendment Filed
1999-04-14 - Extension 2 filed
1998-11-02 - Extension 1 granted
1998-10-13 - Extension 1 filed
1998-04-14 - NOA Mailed - SOU Required From Applicant
1998-01-20 - Published for opposition
1997-12-19 - Notice of publication
1997-11-16 - Approved For Pub - Principal Register
1997-11-10 - Examiner's amendment mailed

ATTORNEY/CORRESPONDENT INFORMATION

Correspondent

YESENIA SANCHEZ
CITIGROUP INC.
909 3RD AVE., 15TH FL/ ZONE 7
NEW YORK, NY 10022

Thank you for your request. Here are the latest results from the TARR web server.

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Serial Number: 73159121 Assignment Information Trademark Document Retrieval

Registration Number: 1104470

Mark

CITI NEVER SLEEPS

(words only): CITI NEVER SLEEPS

Standard Character claim: Yes

Current Status: The registration has been renewed.

Date of Status: 2008-10-25

Filing Date: 1978-02-17

Transformed into a National Application: No

Registration Date: 1978-10-17

Register: Principal

Law Office Assigned: (NOT AVAILABLE)

If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at TrademarkAssistanceCenter@uspto.gov

Current Location: 830 -Post Registration

Date In Location: 2008-12-18

LAST APPLICANT(S)/OWNER(S) OF RECORD

1. CITIGROUP INC.

Address:

CITIGROUP INC.
399 PARK AVENUE
NEW YORK, NY 10043
United States

Legal Entity Type: Corporation

State or Country of Incorporation: Delaware

GOODS AND/OR SERVICES

International Class: 036**Class Status:** Active

FINANCIAL SERVICES-NAMELY, ELECTRONIC BANKING SERVICES

Basis: 1(a)**First Use Date:** 1978-02-03**First Use in Commerce Date:** 1978-02-03

ADDITIONAL INFORMATION

(NOT AVAILABLE)

MADRID PROTOCOL INFORMATION

(NOT AVAILABLE)

PROSECUTION HISTORY

NOTE: To view any document referenced below, click on the link to "Trademark Document Retrieval" shown near the top of this page.

2008-10-30 - Section 7 amendment issued

2008-10-30 - Assigned To Paralegal

2008-10-25 - Second renewal 10 year

2008-10-25 - Section 8 (10-year) accepted/ Section 9 granted

2008-10-21 - Assigned To Paralegal

2008-10-14 - Combined Section 8 (10-year)/Section 9 filed

2008-10-16 - Assigned To Paralegal

2008-10-14 - PAPER RECEIVED

2008-10-07 - TEAS Section 7 Request Received

2008-10-08 - Notice Of Suit

2007-12-28 - Case File In TIGRS

1998-11-05 - First renewal 10 year

1998-09-11 - Section 9 filed/check record for Section 8

1997-05-18 - Section 15 acknowledged

1997-04-21 - Section 15 affidavit received

1984-05-07 - Section 8 (6-year) accepted

ATTORNEY/CORRESPONDENT INFORMATION

Attorney of Record

JEFFREY H. GREENE

Correspondent

JEFFREY H. GREENE
FOLEY & LARDNER LLP
90 PARK AVE 37TH FL
NEW YORK, NY 10016-1314



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TTABVUE. Trademark Trial and Appeal Board Inquiry System

v1.5

Opposition

Number: 91187760**Filing Date:** 11/26/2008**Status:** Terminated**Status Date:** 03/09/2009**Interlocutory Attorney:** GEORGE POLOGEORGIS**Defendant****Name:** JEFFERSON, NARUS**Correspondence:** XAVIER MORALES

LAW OFFICE OF XAVIER MORALES

PO BOX 2987

NEW YORK, NY 10008-2987

UNITED STATES

XM@SECUREYOURTRADEMARK.COM

Serial #: 77372679[Application File](#)**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** CITISOURCE METRO**Plaintiff****Name:** Citigroup Inc.**Correspondence:** Bruce Goldner

Skadden, Arps, Slate, Meagher & Flom LLP

Four Times Square

New York, NY 10036-6522

UNITED STATES

bgoldner@skadden.com, limor.robinson@skadden.com,

smarquez@skadden.com

Serial #: 73207983[Application File](#)**Registration #:** 1181467**Application Status:** Renewed**Mark:** CITI**Serial #:** 72070290[Application File](#)**Registration #:** 691815**Application Status:** Renewed**Mark:** CITIBANK**Serial #:** 72429493[Application File](#)**Registration #:** 982066**Application Status:** Renewed**Mark:** CITICORP**Serial #:** 75462565[Application File](#)**Registration #:** 2406753**Application Status:** Renewed**Mark:** CITIGROUP**Serial #:** 75771125[Application File](#)**Registration #:** 2897519**Application Status:** Section 8 and 15 - Accepted and Acknowledged**Mark:** CITIMORTGAGE**Serial #:** 75622169[Application File](#)**Registration #:** 2951903**Application Status:** Section 8 and 15 - Accepted and Acknowledged

Citigroup Inc. v. Citiair, LLC

Opp. No. 91201920

Opposer Ex. 173

Mark: CITIFINANCIAL**Prosecution History**

| # | Date | History Text | Due Date |
|---|------------|---|------------|
| 6 | 03/09/2009 | TERMINATED | |
| 5 | 03/09/2009 | <u>BOARD'S DECISION: SUSTAINED</u> | |
| 4 | 01/21/2009 | <u>NOTICE OF DEFAULT</u> | |
| 3 | 11/26/2008 | PENDING, INSTITUTED | |
| 2 | 11/26/2008 | <u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u> | 01/05/2009 |
| 1 | 11/26/2008 | <u>FILED AND FEE</u> | |

Results as of 05/10/2012 09:09 PM

Search: [| .HOME](#) | [INDEX](#) | [SEARCH](#) | [eBUSINESS](#) | [CONTACT US](#) | [PRIVACY POLICY](#)

ESTTA Tracking number: **ESTTA251745**

Filing date: **11/26/2008**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

| | |
|---------------------------------------|--|
| Name | Citigroup Inc. |
| Granted to Date of previous extension | 11/30/2008 |
| Address | 399 Park Avenue New York, NY 10043 UNITED STATES |

| | |
|----------------------|--|
| Attorney information | Bruce Goldner Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, NY 10036-6522 UNITED STATES bgoldner@skadden.com, limor.robinson@skadden.com, smarquez@skadden.com Phone:(212) 735-2972 |
|----------------------|--|

Applicant Information

| | | | |
|------------------------|--|------------------------|------------|
| Application No | 77372679 | Publication date | 06/03/2008 |
| Opposition Filing Date | 11/26/2008 | Opposition Period Ends | 11/30/2008 |
| Applicant | JEFFERSON, NARUS 65 BROADWAY STE 604 NEW YORK, NY 10006 UNITED STATES | | |

Goods/Services Affected by Opposition

| |
|---|
| Class 036. All goods and services in the class are opposed, namely: Providing real estate listings and real estate information via the Internet; Real estate listing; Providing information in the field of real estate via the Internet |
|---|

Grounds for Opposition

| | |
|--------------------------------------|-----------------------------|
| Priority and likelihood of confusion | Trademark Act section 2(d) |
| Dilution | Trademark Act section 43(c) |


Marks Cited by Opposer as Basis for Opposition


| | | | |
|-----------------------|------------|-----------------------|------------|
| U.S. Registration No. | 1181467 | Application Date | 03/19/1979 |
| Registration Date | 12/08/1981 | Foreign Priority Date | NONE |

| | |
|---------------------|--|
| Word Mark | CITI |
| Design Mark | |
| Description of Mark | NONE |
| Goods/Services | Class 036. First use: First Use: 1979/01/30 First Use In Commerce: 1979/01/30 Financial Services-Namely, Extending Consumer and Industrial Loans to Others; Factoring Services; Credit Card Servicing and the Purchasing and Servicing of Consumer Receivables Associated Therewith; Commercial Lending; Servicing Loans and Extensions of Credit; Real Estate Lending; Mortgage Financing and Mortgage Servicing; Investment Advisory and Financial Advisory Services; Providing Venture Capital to Others |

| | | | |
|-----------------------|--|-----------------------|------------|
| U.S. Registration No. | 691815 | Application Date | 03/26/1959 |
| Registration Date | 01/19/1960 | Foreign Priority Date | NONE |
| Word Mark | CITIBANK | | |
| Design Mark | | | |
| Description of Mark | NONE | | |
| Goods/Services | Class U102 (International Class 036). First use: First Use: 1959/02/02 First Use In Commerce: 1959/02/02 BANKING SERVICES | | |

| | | | |
|-----------------------|---|-----------------------|------------|
| U.S. Registration No. | 982066 | Application Date | 07/10/1972 |
| Registration Date | 04/09/1974 | Foreign Priority Date | NONE |
| Word Mark | CITICORP | | |
| Design Mark | | | |
| Description of Mark | NONE | | |
| Goods/Services | Class U100 (International Class 042). First use: First Use: 1971/10/21 First Use In Commerce: 1971/10/21 FINANCE LEASING OF PERSONAL AND REAL PROPERTY Class U101 (International Class 035). First use: First Use: 1971/10/21 First Use In Commerce: 1971/10/21 DATA PROCESSING SERVICES RELATED TO THE STORING AND PROCESSING OF BANKING, FINANCIAL AND OTHER RELATED ECONOMIC DATA Class U102 (International Class 036). First use: First Use: 1971/10/21 First Use In Commerce: 1971/10/21 CONSUMER FINANCE COMPANY SERVICES; INDUSTRIAL LOAN COMPANY SERVICES; FACTORING SERVICES; CREDIT CARD SERVICING AND THE PURCHASING AND SERVICING OF CONSUMER RECEIVABLES ASSOCIATED THEREWITH; COMMERCIAL LENDING; SERVICING LOANS AND EXTENSIONS OF CREDIT; REAL ESTATE LENDING; MORTGAGE FINANCING AND MORTGAGE SERVICING; INVESTMENT ADVISORY AND FINANCIAL ADVISORY SERVICES; VENTURE CAPITAL INVESTMENTS; MAKING EQUITY AND DEBT INVESTMENTS IN CORPORATIONS OR PROJECTS DESIGNED PRIMARILY TO PROMOTE COMMUNITY WELFARE | | |

| | | | |
|-----------------------|--|-----------------------|------------|
| U.S. Registration No. | 2406753 | Application Date | 04/06/1998 |
| Registration Date | 11/21/2000 | Foreign Priority Date | NONE |
| Word Mark | CITIGROUP | | |
| Design Mark |  | | |
| Description of Mark | NONE | | |
| Goods/Services | Class 036. First use: First Use: 1998/04/06 First Use In Commerce: 1998/10/08 FULL RANGE OF INSURANCE AND FINANCIAL SERVICES; BANKING SERVICES; CREDIT CARD SERVICES; SECURITIES TRADING, CONSULTING AND UNDERWRITING SERVICES; INVESTMENT SERVICES | | |

| | | | |
|-----------------------|--|-----------------------|------------|
| U.S. Registration No. | 2897519 | Application Date | 08/09/1999 |
| Registration Date | 10/26/2004 | Foreign Priority Date | NONE |
| Word Mark | CITIMORTGAGE | | |
| Design Mark |  | | |
| Description of Mark | NONE | | |
| Goods/Services | Class 036. First use: First Use: 2000/04/01 First Use In Commerce: 2000/04/01 Commercial and consumer lending; mortgage brokerage and mortgage lending services | | |

| | | | |
|-----------------------|---------------|-----------------------|------------|
| U.S. Registration No. | 2951903 | Application Date | 01/15/1999 |
| Registration Date | 05/17/2005 | Foreign Priority Date | NONE |
| Word Mark | CITIFINANCIAL | | |
| Design Mark | | | |
| Description of Mark | NONE | | |

| | |
|----------------|---|
| Goods/Services | Class 036. First use: First Use: 1999/09/07 First Use In Commerce: 1999/09/07 FINANCIAL SERVICES, NAMELY CONSUMER LENDING, CREDIT AND FINANCING SERVICES; CREDIT INSURANCE SERVICES |
|----------------|---|

| | |
|-------------|---|
| Attachments | 75462565#TMSN.gif (1 page)(bytes) 75771125#TMSN.gif (1 page)(bytes) CITISOURCE METRO Opposition.pdf (13 pages)(230362 bytes) |
|-------------|---|

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

| | |
|-----------|-----------------|
| Signature | /Bruce Goldner/ |
| Name | Bruce Goldner |
| Date | 11/26/2008 |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

----- x

| | | |
|------------------|---|-----------------------|
| CITIGROUP INC., | : | |
| | : | Serial No. 77/372,679 |
| Opposer, | : | |
| -against- | : | Opposition No. _____ |
| | : | |
| Narus Jefferson, | : | |
| | : | |
| Applicant. | : | |
| | : | |
| ----- | : | x |

NOTICE OF OPPOSITION

Citigroup Inc. ("Opposer"), a Delaware corporation with its principal office at 399 Park Avenue, New York, New York, believes that it would be damaged by the registration of the mark CITISOURCE METRO, shown in U.S. Trademark Application Serial No. 77/372,679 ("Applicant's Mark") to Narus Jefferson ("Applicant") and hereby opposes same.

Opposer alleges upon personal knowledge for its own acts and upon information and belief with respect to all other matters, as follows:

1. At all relevant times, Opposer was and is the famous financial services company that owns a family of CITI service marks and trademarks.
2. The federally registered mark CITI for financial services, U.S. Reg. No. 1,181,467, was granted on December 8, 1981, and has since reached incontestable status pursuant to 15 U.S.C. § 1065. (See Exhibit A attached hereto).

3. For the last four decades, Opposer and its operating affiliates have offered throughout the United States and worldwide, a variety of services and products under numerous CITI marks (collectively the “CITI Marks”), including, without limitation, the following: **CITI**, U.S. Reg. No. 1,181,467; **CITIBANK**, U.S. Reg. No. 691,815; **CITICORP**, U.S. Reg. No. 982,066; **CITIGROUP**, U.S. Reg. No. 2,406,753; **CITIMORTGAGE**, Reg. No. 2,897,519; and **CITIFINANCIAL**, U.S. Reg. No. 2,951,903 (See Exhibit B attached hereto).¹

4. Over the past five years, Opposer has spent in excess of \$7 billion in advertising, using, promoting, marketing, and developing public awareness for its CITI family of marks. As a result of such expenditures and efforts, Opposer has developed a valuable reputation and enormous goodwill in its family of CITI Marks.

5. The CITI Marks are famous as that term is used in Section 43(c) of the Lanham Act.

6. The CITI Marks became famous prior to the date Applicant filed its application for registration of Applicant’s Mark.

7. Applicant’s Mark is highly similar to Opposer’s CITI family of marks.

8. The services cited by Applicant under Applicant’s Mark, specifically, “Providing real estate listings and real estate information via the Internet; Real estate listing; Providing information in the field of real estate via the Internet,” are closely related to services Opposer has long offered under its CITI family of marks.

¹ The highlighting in **bold** of certain of these CITI Marks indicates that such marks have reached incontestable status under 15 U.S.C. § 1065.

9. Accordingly, Applicant's Mark is likely to cause confusion with Opposer's CITI family of marks.

10. The registration of Applicant's Mark would grant Applicant rights to which it is not entitled, and would be inconsistent with the prior and established rights of Opposer in its family of CITI Marks.

11. The registration of Applicant's Mark by Applicant is likely to dilute the distinctiveness of the CITI Marks by blurring the considerable source-identifying power of Opposer's family of CITI Marks.

By reason of the foregoing, Opposer will be damaged by the registration of Applicant's Mark to Applicant.

WHEREFORE, Opposer respectfully requests that the Notice of Opposition be sustained and the registration of Applicant's Mark to Applicant be refused.

Dated: New York, New York
November 26, 2008

Bruce Goldner
Limor Robinson
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Four Times Square
New York, NY 10036
(212) 735-3000 (telephone)
(212) 735-2000 (facsimile)

Attorneys for Opposer Citigroup Inc.

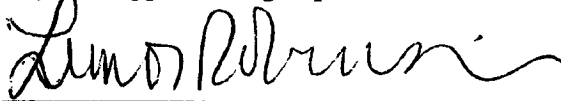
By: 

Exhibit A

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,181,467

Registered Dec. 8, 1981

SERVICE MARK

Principal Register

CITI

Citicorp (Delaware corporation)
399 Park Ave.
New York, N.Y. 10043

For: FINANCIAL SERVICES—NAMELY, EXTENDING CONSUMER AND INDUSTRIAL LOANS TO OTHERS; FACTORING SERVICES; CREDIT CARD SERVICING AND THE PURCHASING AND SERVICING OF CONSUMER RECEIVABLES ASSOCIATED THEREWITH; COMMERCIAL LENDING; SERVICING LOANS AND EXTENSIONS OF CREDIT; REAL ESTATE LENDING; MORTGAGE FINANCING AND MORTGAGE SERVICING; INVESTMENT ADVISORY AND FINANCIAL ADVISORY SERVICES; PROVIDING VENTURE CAPITAL TO OTHERS, in CLASS 36 (U.S. Cl. 102).

First use Jan. 30, 1979; in commerce Jan. 30, 1979.

Ser. No. 207,983, filed Mar. 19, 1979.

MARK B. HARRISON, Primary Examiner

OPP003805

Exhibit B

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,181,467

Registered Dec. 8, 1981

SERVICE MARK

Principal Register

CITI

Citicorp (Delaware corporation)
399 Park Ave.
New York, N.Y. 10043

For: FINANCIAL SERVICES—NAMELY,
EXTENDING CONSUMER AND INDUSTRIAL
LOANS TO OTHERS; FACTORING SERVICES;
CREDIT CARD SERVICING AND THE PUR-
CHASING AND SERVICING OF CONSUMER
RECEIVABLES ASSOCIATED THEREWITH;
COMMERCIAL LENDING; SERVICING LOANS
AND EXTENSIONS OF CREDIT; REAL ES-
TATE LENDING; MORTGAGE FINANCING
AND MORTGAGE SERVICING; INVESTMENT
ADVISORY AND FINANCIAL ADVISORY
SERVICES; PROVIDING VENTURE CAPITAL
TO OTHERS, in CLASS 36 (U.S. Cl. 102).

First use Jan. 30, 1979; in commerce Jan. 30, 1979.

Ser. No. 207,983, filed Mar. 19, 1979.

MARK B. HARRISON, Primary Examiner

OPP003807

United States Patent Office

691,815
Registered Jan. 19, 1960

PRINCIPAL REGISTER Service Mark

Ser. No. 70,290, filed Mar. 26, 1959

CITIBANK

The First National City Bank of New York (United
States association)
55 Wall St.
New York 15, N.Y.

For: BANKING SERVICES, in CLASS 102.
First use Feb. 2, 1959; in commerce Feb. 2, 1959.
Owner of Reg. Nos. 575,272, 673,223, and others.

United States Patent Office

982,066

Registered Apr. 9, 1974

PRINCIPAL REGISTER Service Mark

Ser. No. 429,493, filed July 10, 1972

CITICORP

First National City Corporation (Delaware corporation)
399 Park Ave.
New York, N.Y. 10022

For: FINANCE LEASING OF PERSONAL AND REAL PROPERTY, in CLASS 100 (INT. CL. 42).

For: DATA PROCESSING SERVICES RELATED TO THE STORING AND PROCESSING OF BANKING, FINANCIAL AND OTHER RELATED ECONOMIC DATA, in CLASS 101 (INT. CL. 35).

For: CONSUMER FINANCE COMPANY SERVICES; INDUSTRIAL LOAN COMPANY SERVICES; FACTORING SERVICES; CREDIT CARD SERVICING

AND THE PURCHASING AND SERVICING OF CONSUMER RECEIVABLES ASSOCIATED THEREWITH; COMMERCIAL LENDING; SERVICING LOANS AND EXTENSIONS OF CREDIT; REAL ESTATE LENDING; MORTGAGE FINANCING AND MORTGAGE SERVICING; INVESTMENT ADVISORY AND FINANCIAL ADVISORY SERVICES; VENTURE CAPITAL INVESTMENTS; MAKING EQUITY AND DEBT INVESTMENTS IN CORPORATIONS OR PROJECTS DESIGNED PRIMARILY TO PROMOTE COMMUNITY WELFARE, in CLASS 102 (INT. CL. 36).

First use Oct. 21, 1971; in commerce Oct. 21, 1971.

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,406,753

United States Patent and Trademark Office

Registered Nov. 21, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

CITIGROUP

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

**FOR: FULL RANGE OF INSURANCE AND FINAN-
CIAL SERVICES; BANKING SERVICES; CREDIT
CARD SERVICES; SECURITIES TRADING, CON-
SULTING AND UNDERWRITING SERVICES; IN-**

**VESTMENT SERVICES , IN CLASS 36 (U.S. CLS.
100, 101 AND 102).**

FIRST USE 4-6-1998; IN COMMERCE 10-8-1998.

SN 75-462,565, FILED 4-6-1998.

IRENE D. WILLIAMS, EXAMINING ATTORNEY

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 2,897,519

Registered Oct. 26, 2004

**SERVICE MARK
PRINCIPAL REGISTER**

CITIMORTGAGE

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

FIRST USE 4-1-2000; IN COMMERCE 4-1-2000.

OWNER OF U.S. REG. NO. 1,181,467.

**FOR: COMMERCIAL AND CONSUMER LEND-
ING; MORTGAGE BROKERAGE AND MORTGAGE
LENDING SERVICES, IN CLASS 36 (U.S. CLS. 100,
101 AND 102).**

SN 75-771,125, FILED 8-9-1999.

SUELLEN HICKEY, EXAMINING ATTORNEY

OPP003811

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 2,951,903

Registered May 17, 2005

**SERVICE MARK
PRINCIPAL REGISTER**

CITIFINANCIAL

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

FIRST USE 9-7-1999; IN COMMERCE 9-7-1999.

FOR: FINANCIAL SERVICES, NAMELY CONSUMER LENDING, CREDIT AND FINANCING SERVICES; CREDIT INSURANCE SERVICES, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

SN 75-622,169, FILED 1-15-1999.

MARC LEIPZIG, EXAMINING ATTORNEY

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing Notice of Opposition has been served on Narus Jefferson by mailing said copy on November 26, 2008 via First Class Mail, postage prepaid to:

Narus Jefferson
65 Broadway, Suite 604
New York, New York 10006

A handwritten signature in black ink, appearing to read 'Limor Robinson', written over a horizontal line.

Limor Robinson



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v1.5

Opposition**Number:** 91174254**Filing Date:** 11/29/2006**Status:** Terminated**Status Date:** 01/23/2008**Interlocutory Attorney:** ROBERT COGGINS**Defendant****Name:** Citistay Hotels, LLC**Correspondence:** Anthony M. Verna IIIThe Law Firm of Anthony Verna
14 Wall Street, 20th Floor
NEW YORK, NY 10005
UNITED STATES
averna@anthonyverna.com**Serial #:** 78756565 **Application File****Registration #:** 3388869**Application Status:** Cancelled - Section 18**Mark:** CITISTAY**Plaintiff****Name:** Citigroup Inc.**Correspondence:** Stephanie J. KamerowSkadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036-6522
UNITED STATES
skamerow@skadden.com, bgoldner@skadden.com,
smarquez@skadden.com**Prosecution History**

| # | Date | History Text | Due Date |
|----|------------|--|------------|
| 21 | 01/23/2008 | TERMINATED | |
| 20 | 01/23/2008 | <u>BD'S DECISION: DISMISSED W/O PREJUDICE</u> | |
| 19 | 12/28/2007 | <u>WITHDRAWAL OF OPPOSITION</u> | |
| 18 | 12/13/2007 | <u>RESPONSE DUE 30 DAYS (DUE DATE)</u> | 01/12/2008 |
| 17 | 10/25/2007 | <u>WITHDRAWAL OF OPPOSITION</u> | |
| 16 | 10/17/2007 | <u>RESPONSE DUE 30 DAYS (DUE DATE)</u> | 11/16/2007 |
| 15 | 09/29/2007 | <u>MOTION TO AMEND ANSWER/AMENDED ANSWER OR COUNTERCLAIM</u> | |
| 14 | 09/10/2007 | <u>RESPONSE DUE 30 DAYS (DUE DATE)</u> | 10/10/2007 |
| 13 | 07/02/2007 | <u>Defendant's Certificate of Service</u> | |
| 12 | 07/02/2007 | <u>MOTION TO AMEND APPLICATION</u> | |
| 11 | 07/02/2007 | <u>D'S MOTION TO JOIN/SUBSTITUTE PARTY</u> | |
| 10 | 06/14/2007 | <u>SUSPENDED</u> | |
| 9 | 06/14/2007 | <u>STIP TO SUSPEND PEND SETTLEMENT NEGOTNS</u> | |
| 8 | 04/04/2007 | <u>Applicant's motion to substitute is granted as conceded</u> | |
| 7 | 01/08/2007 | <u>D'S MOTION TO JOIN/SUBSTITUTE PARTY</u> | |

Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 176

Prosecution History

| # | Date | History Text | Due Date |
|----------|------------|---|------------|
| <u>6</u> | 01/08/2007 | <u>D'S PROOF OF SERVICE</u> | |
| <u>5</u> | 01/08/2007 | <u>ANSWER</u> | |
| <u>4</u> | 01/08/2007 | <u>D'S MOTION TO JOIN/SUBSTITUTE PARTY</u> | |
| <u>3</u> | 11/29/2006 | PENDING, INSTITUTED | |
| <u>2</u> | 11/29/2006 | <u>NOTICE AND TRIAL DATES SENT; ANSWER DUE:</u> | 01/08/2007 |
| <u>1</u> | 11/29/2006 | <u>FILED AND FEE</u> | |

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ESTTA Tracking number: **ESTTA112078**

Filing date: **11/29/2006**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Notice of Opposition

Notice is hereby given that the following party opposes registration of the indicated application.

Opposer Information

| | |
|---------------------------------------|--|
| Name | Citigroup Inc. |
| Granted to Date of previous extension | 11/29/2006 |
| Address | 399 Park Avenue New York, NY 10043 UNITED STATES |

| | |
|----------------------|---|
| Attorney information | Stephanie J. Kamerow Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, NY 10036-6522 UNITED STATES skamerow@skadden.com, bgoldner@skadden.com, smarquez@skadden.com Phone:(212) 735-3465 |
|----------------------|---|

Applicant Information

| | | | |
|------------------------|--|------------------------|------------|
| Application No | 78756565 | Publication date | 08/01/2006 |
| Opposition Filing Date | 11/29/2006 | Opposition Period Ends | 11/29/2006 |
| Applicant | Gregory J Tubeck 10J 360 W 34th St New York, NY 10001 UNITED STATES | | |

Goods/Services Affected by Opposition

| |
|--|
| Class 043. First Use: 2005/11/14 First Use In Commerce: 2005/11/14 All goods and services in the class are opposed, namely: Hotel lodging |
|--|

| | |
|-------------|---|
| Attachments | CITISTAY opposition.pdf (12 pages)(260503 bytes) |
|-------------|---|

| | |
|-----------|------------------------|
| Signature | /Stephanie J. Kamerow/ |
| Name | Stephanie J. Kamerow |
| Date | 11/29/2006 |

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

----- X

| | | |
|--------------------|---|----------------------|
| CITIGROUP INC., | : | |
| | : | |
| Opposer, | : | |
| | : | Opposition No. _____ |
| -against- | : | |
| | : | |
| GREGORY J. TUBECK, | : | |
| | : | |
| Applicant. | : | |
| | : | |
| ----- | X | |

NOTICE OF OPPOSITION

Citigroup Inc. ("Opposer"), a Delaware corporation with its principal office at 399 Park Avenue, New York, New York, believes that it would be damaged by the registration of the mark CITISTAY, shown in U.S. Trademark Application Serial No. 78/756565 ("Applicant's Mark") to Gregory J. Tubeck ("Applicant") and hereby opposes same.

Opposer alleges upon personal knowledge for its own acts and upon information and belief with respect to all other matters, as follows:

1. At all relevant times, Opposer was and is the famous financial services company that owns a family of CITI service marks and trademarks.
2. The federally registered mark CITI for financial services, U.S. Reg. No. 1,181,467, was granted on December 8, 1981, and has since reached incontestable status pursuant to 15 U.S.C. § 1065. (See Exhibit A attached hereto).
3. For the last four decades, Opposer and its operating affiliates have offered throughout the United States and worldwide, a variety of services and products under numerous

CITI marks (collectively the “CITI Marks”), including, without limitation, the following: CITI, U.S. Reg. No. 1,181,467; CITIBANK, U.S. Reg. No. 691,815; CITICORP, U.S. Reg. No. 982,066; CITIGROUP, U.S. Reg. No. 2,406,753; CITITRAVEL, U.S. Reg. No. 2,954,363; and CITIPRIVILEGES, Reg. No. 2,361,978 (See Exhibit B attached hereto).¹

4. Over the past five years, Opposer has spent nearly \$2 billion in advertising, using, promoting, and developing public awareness for its CITI family of marks. As a result of such expenditures and efforts, Opposer has developed a valuable reputation and enormous goodwill in its family of CITI Marks.

5. The CITI Marks are famous as that term is used in Section 43(c) of the Lanham Act.

6. Applicant's Mark is highly similar to Opposer's CITI family of marks.

7. The service cited by Applicant under Applicant's Mark, specifically, “hotel lodging” is closely related to services Opposer has long offered under its CITI family of marks.

8. Accordingly, Applicant's Mark is likely to cause confusion with Opposer's CITI family of marks.

9. The registrations of Applicant's Mark would grant Applicant rights to which it is not entitled, and would be inconsistent with the prior and established rights of Opposer in its family of CITI Marks.

10. The registration of Applicant's Mark by Applicant is likely to dilute, the distinctiveness of the CITI Marks by blurring the considerable source-identifying power of Opposer's family of CITI Marks.

¹ The highlighting in **bold** of certain of these CITI Marks indicates that such marks have reached incontestable status under 15 U.S.C. § 1065.

By reason of the foregoing, Opposer will be damaged by the registration of Applicant's Mark to Applicant.

WHEREFORE, Opposer respectfully requests that the Notice of Opposition be sustained and the registration of Applicant's Mark to Applicant be refused.

Dated: New York, New York
November 29, 2006

Bruce J. Goldner
Stephanie J. Kamerow
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Four Times Square
New York, NY 10036
(212) 735-3000 (telephone)
(212) 735-2000 (facsimile)

Attorneys for Opposer Citigroup Inc.

By: 

Exhibit A

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,181,467

Registered Dec. 8, 1981

SERVICE MARK

Principal Register

CITI

**Citicorp (Delaware corporation)
399 Park Ave.
New York, N.Y. 10043**

**For: FINANCIAL SERVICES—NAMESLY,
EXTENDING CONSUMER AND INDUSTRIAL
LOANS TO OTHERS; FACTORING SERVICES;
CREDIT CARD SERVICING AND THE PUR-
CHASING AND SERVICING OF CONSUMER
RECEIVABLES ASSOCIATED THEREWITH;
COMMERCIAL LENDING; SERVICING LOANS
AND EXTENSIONS OF CREDIT; REAL ES-
TATE LENDING; MORTGAGE FINANCING
AND MORTGAGE SERVICING; INVESTMENT
ADVISORY AND FINANCIAL ADVISORY
SERVICES; PROVIDING VENTURE CAPITAL
TO OTHERS, in CLASS 36 (U.S. Cl. 102).**

First use Jan. 30, 1979; in commerce Jan. 30, 1979.

Ser. No. 207,983, filed Mar. 19, 1979.

MARK B. HARRISON, Primary Examiner

OPP003978

Exhibit B

Int. Cl.: 36

Prior U.S. Cl.: 102

United States Patent and Trademark Office

Reg. No. 1,181,467
Registered Dec. 8, 1981

SERVICE MARK
Principal Register

CITI

Citicorp (Delaware corporation)
399 Park Ave.
New York, N.Y. 10043

For: FINANCIAL SERVICES—NAMELY, EXTENDING CONSUMER AND INDUSTRIAL LOANS TO OTHERS; FACTORING SERVICES; CREDIT CARD SERVICING AND THE PURCHASING AND SERVICING OF CONSUMER RECEIVABLES ASSOCIATED THEREWITH; COMMERCIAL LENDING; SERVICING LOANS AND EXTENSIONS OF CREDIT; REAL ESTATE LENDING; MORTGAGE FINANCING AND MORTGAGE SERVICING; INVESTMENT ADVISORY AND FINANCIAL ADVISORY SERVICES; PROVIDING VENTURE CAPITAL TO OTHERS, in CLASS 36 (U.S. Cl. 102).

First use Jan. 30, 1979; in commerce Jan. 30, 1979.

Ser. No. 207,983, filed Mar. 19, 1979.

MARK B. HARRISON, Primary Examiner

United States Patent Office

691,815
Registered Jan. 19, 1960

PRINCIPAL REGISTER Service Mark

Ser. No. 70,290, filed Mar. 26, 1959

CITIBANK

The First National City Bank of New York (United
States association)
55 Wall St.
New York 15, N.Y.

For: BANKING SERVICES, in CLASS 102.
First use Feb. 2, 1959; in commerce Feb. 2, 1959.
Owner of Reg. Nos. 575,272, 673,223, and others.

United States Patent Office

982,066

Registered Apr. 9, 1974

PRINCIPAL REGISTER Service Mark

Ser. No. 429,493, filed July 10, 1972

CITICORP

First National City Corporation (Delaware corporation)
399 Park Ave.
New York, N.Y. 10022

For: FINANCE LEASING OF PERSONAL AND REAL PROPERTY, in CLASS 100 (INT. CL. 42).

For: DATA PROCESSING SERVICES RELATED TO THE STORING AND PROCESSING OF BANKING, FINANCIAL AND OTHER RELATED ECONOMIC DATA, in CLASS 101 (INT. CL. 35).

For: CONSUMER FINANCE COMPANY SERVICES; INDUSTRIAL LOAN COMPANY SERVICES; FACTORING SERVICES; CREDIT CARD SERVICING

AND THE PURCHASING AND SERVICING OF CONSUMER RECEIVABLES ASSOCIATED THEREWITH; COMMERCIAL LENDING; SERVICING LOANS AND EXTENSIONS OF CREDIT; REAL ESTATE LENDING; MORTGAGE FINANCING AND MORTGAGE SERVICING; INVESTMENT ADVISORY AND FINANCIAL ADVISORY SERVICES; VENTURE CAPITAL INVESTMENTS; MAKING EQUITY AND DEBT INVESTMENTS IN CORPORATIONS OR PROJECTS DESIGNED PRIMARILY TO PROMOTE COMMUNITY WELFARE, in CLASS 102 (INT. CL. 36).

First use Oct. 21, 1971; in commerce Oct. 21, 1971.

Int. Cl.: 36

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,406,753

United States Patent and Trademark Office

Registered Nov. 21, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

CITIGROUP

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

**FOR: FULL RANGE OF INSURANCE AND FINAN-
CIAL SERVICES; BANKING SERVICES; CREDIT
CARD SERVICES; SECURITIES TRADING, CON-
SULTING AND UNDERWRITING SERVICES; IN-**

**VESTMENT SERVICES , IN CLASS 36 (U.S. CLS.
100, 101 AND 102).**

FIRST USE 4-6-1998; IN COMMERCE 10-8-1998.

SN 75-462,565, FILED 4-6-1998.

IRENE D. WILLIAMS, EXAMINING ATTORNEY

Int. Cls.: 35, 39 and 43

Prior U.S. Cls.: 100, 101, 102 and 105

United States Patent and Trademark Office

Reg. No. 2,954,363

Registered May 24, 2005

**SERVICE MARK
PRINCIPAL REGISTER**

CITITRAVEL

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

**FOR: BENEFITS PROGRAMS OFFERED TO
CREDIT CARD HOLDERS, NAMELY, PROMOTING
THE GOODS AND SERVICES OF OTHERS
THROUGH SPECIAL PROMOTIONS, SPONSOR-
SHIPS AND DISCOUNTS FOR TRAVEL, HOTEL,
RESTAURANT, PARKING AND AUTOMOBILE
RENTALS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).**

FIRST USE 0-0-1986; IN COMMERCE 0-0-1986.

**FOR: BENEFITS PROGRAMS OFFERED TO
CREDIT CARD HOLDERS, NAMELY, TRAVEL
PLANNING SERVICES IN THE NATURE OF MAK-
ING RESERVATIONS AND BOOKINGS FOR**

**TRANSPORTATION, IN CLASS 39 (U.S. CLS. 100
AND 105).**

FIRST USE 0-0-1986; IN COMMERCE 0-0-1986.

**FOR: BENEFITS PROGRAMS OFFERED TO
CREDIT CARD HOLDERS, NAMELY, TRAVEL
PLANNING SERVICES IN THE NATURE OF MAK-
ING RESERVATIONS AND BOOKING FOR TEM-
PORARY LODGING, IN CLASS 43 (U.S. CLS. 100
AND 101).**

FIRST USE 0-0-1986; IN COMMERCE 0-0-1986.

SER. NO. 76-561,633, FILED 11-7-2003.

GRETТА YAO, EXAMINING ATTORNEY

Int. Cls.: 39, 41 and 42

Prior U.S. Cls.: 100, 101, 105 and 107

United States Patent and Trademark Office

Reg. No. 2,361,978

Registered June 27, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

CITIPRIVILEGES

**CITICORP (DELAWARE CORPORATION)
399 PARK AVENUE
NEW YORK, NY 10043**

**FOR: TRAVEL TRANSPORTATION RESERVA-
TION SERVICES, DISCOUNT TRAVEL TRANSPOR-
TATION RESERVATION SERVICES, ARRANGING
TRAVEL TOURS, IN CLASS 39 (U.S. CLS. 100 AND
105).**

FIRST USE 8-2-1999; IN COMMERCE 8-2-1999.

**FOR: TICKET RESERVATIONS FOR SHOWS AND
ENTERTAINMENT EVENTS, IN CLASS 41 (U.S. CLS.
100, 101 AND 107).**

FIRST USE 8-2-1999; IN COMMERCE 8-2-1999.

**FOR: TRAVEL LODGING RESERVATION SERV-
ICES, DISCOUNT TRAVEL LODGING RESERVA-
TION SERVICES, HOTEL RESERVATION SERVICES,
IN CLASS 42 (U.S. CLS. 100 AND 101).**

FIRST USE 8-2-1999; IN COMMERCE 8-2-1999.

SER. NO. 75-708,818, FILED 5-18-1999.

TINA L. SNAPP, EXAMINING ATTORNEY



United States Patent and Trademark Office

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Opposition

Number: 91124554**Filing Date:** 10/31/2001**Status:** Terminated**Status Date:** 05/29/2002**Interlocutory Attorney:** JYLL S TAYLOR**Defendant****Name:** CITI411.COM CORP.,**Correspondence:** CITI411.COM CORP.,
140 B STREET, SUITE 6
DAVIS, CA 95616**Serial #:** 78010705Application File**Application Status:** Abandoned - After Inter-Partes Decision**Mark:** CITI411**Plaintiff****Name:** CITICORP**Correspondence:** RONALD J. TURIELLO, JR
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
FOUR TIMES SQUARE
NEW YORK, NY 10036**Serial #:** 73207983Application File**Registration #:** 1181467**Application Status:** Renewed**Mark:** CITI**Prosecution History**

| # | Date | History Text | Due Date |
|---|------------|--|------------|
| 6 | 05/29/2002 | TERMINATED | |
| 5 | 05/29/2002 | BOARD'S DECISION: SUSTAINED | |
| 4 | 02/26/2002 | NOTICE OF DEFAULT | |
| 3 | 11/20/2001 | PENDING, INSTITUTED | |
| 2 | 11/20/2001 | NOTICE AND TRIAL DATES SENT; ANSWER DUE: | 12/30/2001 |
| 1 | 10/31/2001 | FILED AND FEE | |

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Opp. No. 91201920
Opposer Ex. 180

Citigroup, Inc. v. Capital
City Bank Group, Inc.,
Opp. No. 91177415
Citigroup Ex. 76

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
919 Third Avenue
New York, New York 10022
(212) 735-3000

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x

CITICORP,

Plaintiff,

-against- : 99 Civ. 2737 (SES)

INTERNET ENTERTAINMENT
GROUP, INC. and RAFAEL FORTUNY,

Defendants.

----- x

COMPLAINT

Plaintiff Citicorp, by its undersigned counsel Skadden, Arps, Slate,
Meagher & Flom LLP, for its Complaint against defendants Internet Entertainment
Group, Inc. and Rafael Fortuny, alleges upon personal knowledge as to its own
conduct and upon information and belief as to all other matters, as follows:

Citigroup Inc. v. Citiair, LLC
Opp. No. 91201920
Opposer Ex. 168

CITI 0006559

OPP001726

NATURE OF ACTION

1. This action seeks preliminary and permanent injunctive relief and damages against defendants for their blatant and willful dilution of plaintiff's service marks under the Lanham Trademark Act of 1946, as amended, Title 15, United States Code, §§1501, et seq. (the "Lanham Act") and under New York General Business Law § 368(d), and for tortious interference with business relations under the common law of New York.

2. In March, 1999, defendants registered an Internet domain name incorporating, in its entirety, plaintiff's internationally famous CITIBANK service mark, i.e., <wwwcitibank.com>, and are using that domain name to redirect those that contact the site to one of their pornographic Internet World Wide Web sites. By this means defendants have and are intentionally and willfully redirecting Citibank customers and shareholders and the general public into a World Wide Web site containing sexually explicit language and images, for the purpose of soliciting "members" willing to pay subscription fees for access to "hard core" pornographic material.

3. As a result of defendants' actions, Internet users attempting to contact Citibank are at risk of being exposed to content likely to be found offensive and inappropriate.

4. Unless defendants are enjoined from continuing to use plaintiff's CITIBANK mark to promote their pornographic World Wide Web sites, the CITIBANK mark, and indeed the entire family of famous CITI marks, will be severely tarnished and disparaged, thereby diluting the distinctive quality of marks that plaintiff has spent four decades and billions of dollars promoting.

PARTIES

5. Plaintiff Citicorp is a Delaware corporation, with principal executive offices at 399 Park Avenue, New York, New York. Citibank, N.A. ("Citibank") is an operating subsidiary of Citicorp.

6. Defendant Internet Entertainment Group, Inc. ("IEG") is a Delaware corporation, with its principal place of business at 2025 First Avenue, Suite 1050, Seattle, Washington 98121.

7. Rafael Fortuny is a citizen of Florida residing at 2675 S.W. 28th Avenue, Apartment A, Miami, Florida 33133.

JURISDICTION AND VENUE

8. This Court has jurisdiction of the federal claim under 15 U.S.C. § 1121, 28 U.S.C. § 1331 (federal question), § 1338(a) (copyrights and trademarks) and § 1332 (diversity), and jurisdiction of the state law claims under 28 U.S.C. § 1338(b) and § 1367 (supplemental jurisdiction). The amount in controversy exceeds \$75,000.

9. Venue is proper in this District pursuant to 28 U.S.C.

§ 1391(b)(2), inasmuch as a substantial part of the events or omissions giving rise to plaintiff's claims occurred in this District and pursuant to 28 U.S.C. § 1391 (c) because defendants are subject to personal jurisdiction in this District as of the time this action is commenced. Defendants' web sites, which advertise and promote defendants' goods and services to and actively solicit the citizens of New York, are at present continually accessible to every Internet-connected computer in New York and the world.

FACTS COMMON TO ALL CLAIMS

The Fame of the CITIBANK Mark and the Family of CITI Marks

10. Citicorp is the famous financial services company that owns the internationally famous mark CITIBANK. Citicorp is a wholly-owned subsidiary of Citigroup Inc. ("Citigroup"), the successor in interest to the October, 1998 merger of Travelers Group Inc. and Citicorp. (The pre-merger Citicorp and plaintiff Citicorp are hereafter referred to collectively as "Citicorp.")

11. Citibank is one of the largest, most famous banks in the world. Studies have shown that nearly 90% of the American population has heard of Citibank and over half the population is familiar with the services it provides. Over twenty-five million (25,000,000) households in the U.S. have CITIBANK credit cards, which is approximately one in four households.

12. The CITIBANK mark has been in continuous use for four decades. It was first used in commerce on February 2, 1959, was registered with the United States Patent and Trademark Office ("PTO") on January 19, 1960, and has since reached incontestible status under 15 U.S.C. § 1065. (See Ex. 1 hereto).

13. Over the past four decades, Citibank has spent literally billions of dollars on advertising and marketing the CITIBANK brand. In turn, Citibank has derived enormous revenues from services provided under the CITIBANK mark, demonstrating how widespread and successful it has been in promoting the mark to consumers.

14. Over the years, Citicorp has acquired a family of CITI- prefixed service marks and trademarks, including such famous marks as CITICORP, CITIBANKING, CITICARD, and the mark CITI per se (together with CITIBANK, the "CITI Marks"). In total, Citicorp is the owner of all right, title, and interest in over 70 federal registrations of its CITI Marks, the following of which have reached incontestable status under 15 U.S.C. § 1065:

| <u>Reg. Mark</u> | <u>Mark</u> | <u>Services</u> |
|------------------|-------------|---|
| 982,066 | CITICORP | Numerous financial related services |
| 1,181,467 | CITI | Financial services |
| 1,284,589 | CITIBANKING | Banking services |
| 1,024,861 | CITICARD | Banking services – namely, check cashing services |

| <u>Reg. Mark</u> | <u>Mark</u> | <u>Services</u> |
|------------------|-----------------------|--|
| 1,104,470 | THE CITI NEVER SLEEPS | Financial services, namely electronic banking services |
| 1,998,336 | CITITRADE | Electronic securities trading for others |
| 1,370,620 | CITI TREASURY MANAGER | Banking Services |
| 1,708,618 | CITIACCESS | Banking services; fiduciary representative services |

Copies of the certificates of federal registration of these CITI Marks are Ex. 2.

15. Long before the acts herein complained of, the CITI Marks, including the CITIBANK mark, through extensive advertising, promotion, and the substantial sales of services under the CITI Marks in this District and throughout the United States, became famous trademarks associated by the public with Citicorp. The CITI Marks represent enormous good will which belongs exclusively to Citicorp.

16. The CITIBANK mark and the rest of the family of CITI Marks are extremely valuable assets of Citicorp.

Internet Domain Names

17. The Internet is a worldwide network of computer networks linked by telecommunication lines. Millions of computers in the United States, and many more computers worldwide, are connected to the Internet.

18. Domain names are a user-friendly way of identifying a computer or group of computers linked to the Internet. All computers on the Internet are identified by a unique (and lengthy) numerical address known as an Internet Protocol ("IP") address. The Domain Name System ("DNS") is a distributed database that identifies each registered domain name with a specific IP address. This database system allows users to enter domain names such as <amazon.com> instead of an IP address, which might look like <234.151.081.046>.

19. In practice, when an Internet user enters a domain name, the DNS database is accessed and returns a corresponding numerical IP address. The user's computer then sends a message to that address and the computer at that address responds with the information the user has requested, e.g., a World Wide Web page. This process renders the Internet much easier to use since it relieves users of the need to enter, or remember, lengthy strings of digits in order to get information over the Internet.

20. The string <http://www.> that often appears at the beginning of an Internet address is not technically part of the domain name. It indicates the networking protocol being used. Together with the domain name, it forms what is known as the "uniform resource locator" ("URL"). Until recently, in order to access a given web site, Internet users were required to enter <http://www.> as well as the domain name into their browser interfaces. Today, however, most Internet browser

software allows users to access web sites by entering only the domain name.

Nevertheless, many Internet users still enter <www.> before the domain name of the site they wish to visit.

21. One of the most popular uses of an Internet domain name is as an address for a site on the World Wide Web portion of the Internet. World Wide Web sites ("web sites") commonly contain user-friendly graphical interfaces as well as other forms of multimedia, and offer users access to virtually every kind of subject matter, including entertainment, research, news, education, online banking and investing.

22. Over the past few years, web sites have become the hub of a very substantial volume of commercial and other activity. Millions of households and businesses access the Internet regularly. Much of this time is spent "browsing" different web sites. Many thousands of for-profit corporations offering products and services to consumers have established web sites to provide consumers with information concerning their goods and services, to sell their goods and provide their services, to provide product support, and to provide other miscellaneous services.

23. Use of the Internet is so pervasive in commerce in the United States that use of an Internet web site is a material and substantial aspect of the marketing, promotion, and sales of goods and services in this country.

24. Many Internet users attempt to contact a given company's web site by using a domain name incorporating the company's trade name or corporate name, or a principal trademark. Consumers have come to expect that when they enter a domain name as described here into their browser interfaces, they will be transferred to the web site of the company named in the domain name.

25. The ability of any business to use its corporate name or any of its trademarks or service marks as part of or related to a domain name for web sites operated by the business is a material and substantial part of its opportunity to market, promote, and sell its products and services and to provide customer support and general information about the company on the Internet. This is particularly true for global companies, such as plaintiff, which has customers and business relationships throughout the world and uses web sites to provide information and support, and to transact business, 24 hours a day.

26. At present, domain names ending in <.com>, <.org>, <.edu>, and <.net> are administered in the United States by an organization known as InterNIC, which is a cooperative organization run mainly by Network Solutions, Inc. ("NSI"), a private company chosen by the National Science Foundation.

27. NSI assigns Internet domain names on a "first come, first served" basis. NSI does not screen requested domain names to determine whether use of the requested name would infringe the rights of a third party, but rather relies

upon the applicant's affirmative representations that: "the statements in its application are true and the registration of the selected domain name, to the best of the registrant's knowledge, does not interfere with or infringe upon the rights of any third party ... [and] the domain name is not being registered for any unlawful practice." (Paragraph 2 of Revision 03 of the Network Solutions' Domain Name Dispute Policy, February 25, 1998, as incorporated by reference into the NSI Domain Name Application at Paragraph A). (Ex. 3).

Plaintiff's Presence on the Internet

28. Citibank has operated a web site at the domain name <citibank.com> since 1995, and currently operates 30 country specific web sites, each of which can be accessed through Citibank's <www.citibank.com> web site. (A copy of the home page of the <www.citibank.com> web site is attached hereto as Exhibit 4).

29. Citibank considers the Internet to be crucial to the promotion of the CITIBANK brand. As a consequence, Citibank offers a variety of banking services over the Internet ranging from retail, private and corporate banking to credit card services. For example, Citibank has invested millions of dollars developing proprietary technology – Direct Access® – that allows its customers to pay bills, transfer balances, and perform other banking transactions over the Internet. Cur-

rently, over 300,000 Citibank customers bank online using Direct Access, which service is accessible through plaintiff's <www.citibank.com> web site.

Defendants' Activities

30. Defendant IEG designs, operates, and sells advertising space on web sites, including "hard core" pornographic web sites (e.g., <clubanytime.com>, <clublove.com>, <yourslut.com>, <virtualangels.com>, <empresscabaret.com> and <sexquotes.com>) in interstate commerce via the Internet.

31. Web sites maintained by IEG or its business confederates offer free "tours" of the type of pornographic material available through IEG's subscription and pay-per-view services. For example, if visitors to <clubanytime.com> click on the hypertext link labeled "Tour," they are transferred to the first page of a nine page "guest preview" of sexually explicit images ranging from photographs of naked erotic dancers to broadcasts of actors engaged in various sexual activities. (Copies of pages downloaded from the <clubanytime.com> web site are attached hereto as Exhibit 5.)

32. For a "membership" fee charged to their credit card, visitors to <clubanytime.com> can access an expanded menu of pornographic material. For example, members of <clubanytime.com> can access a "Live Arcade" in which they can view, inter alia, erotic dancers, a "two-girl shower," and couples performing

various sexual acts. <clubanytime.com> also offers adult movies on a pay-per-view basis, and on-line games such as "strip blackjack." (See Ex. 5; Ex. 6)

33. IEG's web sites, which both solicit customers for its pornographic goods and services and disseminate those goods and services, are accessible to Internet users nationwide, including Internet users in New York. IEG also advertises its web sites on other, unrelated web sites which are also accessible by Internet users nationwide, including Internet users in New York.

34. In addition to designing and operating its own web sites, IEG is in the business of offering pornographic web sites for "sale" to investors, and operates a web site at the domain name <investieg.com> expressly for the purpose of explaining this enterprise. (A print-out of the <investieg.com> web site is attached hereto as Exhibit 7.)

35. IEG currently offers three different web site "packages," which range in price from \$1,000 to \$5,000. In exchange for their investment, "franchisees" are provided with a fully functional pornographic web site at a unique Internet address. These web sites feature sexually explicit content, which can be accessed by Internet consumers, i.e., the general public, for a monthly, semi-annual, or annual fee. IEG updates the content of the site regularly and processes all billing. Franchisees are responsible for marketing the site, and IEG provides them with a regular accounting of revenues and, depending on the "package" selected, remits

anywhere between 35 and 40 percent of the revenue generated by the site. (See Ex. 7).

36. IEG solicits franchisees nationwide to invest in its pornographic web sites, including in New York. The web site <investieg.com>, at which IEG offers pornographic web sites for sale, is accessible to Internet users throughout the United States, including Internet users in New York.

37. According to press reports, through its pornographic web site businesses, IEG has become one of the Internet's most successful pornography disseminators. (See, e.g., Ex. 8). According to a recent Entertainment Weekly magazine article and other press accounts, IEG's 1998 sales exceeded \$50 million, and its profits approached \$15 million. (See Ex. 8; Ex. 9).

38. IEG has also received substantial publicity for its online distribution of two sexually explicit videos featuring the actress Pamela Anderson Lee. (See, e.g., Ex. 10). The distribution of one of those two videos was the subject of a lawsuit between IEG and Brett Michaels. See Michaels v. Internet Entertainment Group, Inc., 5 F. Supp.2d 823 (C.D. Cal. 1998).

Defendants' Use of Plaintiff's CITIBANK Mark

39. Defendant Rafael Fortuny is a an IEG franchisee who has "purchased" the IEG pornographic web site located at the domain name <clubanytime.com>.

40. On or about March 21, 1999, defendant Fortuny registered the domain name <wwwcitibank.com> with NSI. (Ex. 11). This domain name incorporates verbatim plaintiff's famous trademark CITIBANK.

41. Internet users who enter <wwwcitibank.com> into a browser are instantly redirected to defendants' pornographic web site located at <clubanytime.com>.

42. Pornographic content is advertised throughout the <www.clubanytime.com> web site. Such advertisements are freely accessible to all visitors to <www.clubanytime.com>, not just paying members. For example, as noted, if visitors to <clubanytime.com> click on the hypertext link labeled "Tour," they are transferred to the first page of a nine page "guest preview" of sexually explicit images ranging from photographs of naked erotic dancers to broadcasts of actors engaged in various sexual activities. (See Ex. 5).

43. <clubanytime.com> offers a variety of sexually explicit content to its paying "members," including "Live Sex Shows, 24 Hours;" "Live Sex Encounters" with "Porn Stars;" "101 Sex Channels;" "Full length X-Rated Movies;" "Monthly Galleries" (in which "girls are featured each month in provocative and nasty poses"); and an "Erotic Video Arcade" featuring "Strip Poker" and "Strip Blackjack." (See Ex. 5; Ex. 6).

44. <clubanytime.com> is accessible by Internet users nationwide, and defendants solicit customers for <clubanytime.com> nationwide, including in New York.

45. Fortuny intentionally incorporated plaintiff's CITIBANK mark into his domain name address in order to lure unsuspecting Internet users seeking to contact Citibank or a Citibank employee at <www.citibank.com> to the <clubanytime.com> site.

46. Most Citibank customers attempting to visit the <citibank.com> web site enter <www.citibank.com> into their browser interfaces. Occasionally, users will mistakenly omit the "dot" after <www> and enter <wwwcitibank.com> instead of <www.citibank.com>. By registering the domain name <wwwcitibank.com>, Fortuny was seeking to capitalize on such errors, thereby increasing traffic to defendants' <clubanytime.com> web site.

47. According to information available from NSI, Fortuny has registered over fifty other domain names seeking to capitalize on common typographical errors made by Internet users seeking to reach various well-known businesses, including JCREW (i.e., <wwwjcrew.com>), Barnes and Noble (i.e., <barnesandnoblel.com>), NASDAQ-AMEX (i.e., <wwwnasdaq-amex.com>), Reebok (i.e., <wwwreebok.com>), The New York Times (i.e., <nytimesl.com>), and EBay (i.e., <ebbay.com>). (See Ex. 12). All but one of the domain names listed in

Exhibit 12 automatically refer Internet users to defendants' pornographic web site at <clubanytime.com>.

48. Defendants' acts of surreptitiously registering and using the domain name <wwwcitibank.com> (which incorporates plaintiff's famous trade name and service mark CITIBANK) to refer to a pornographic web site infringes plaintiff's rights, and dilutes plaintiff's famous CITIBANK mark and the other CITI Marks. Defendants' acts are causing plaintiff immediate irreparable harm for which plaintiff has no adequate remedy at law.

The Willfulness of Defendants' Conduct

49. Defendants' conduct has been both willful and malicious in that defendants are intentionally using plaintiff's internationally famous CITIBANK mark for the purpose of luring plaintiff's customers and shareholders, as well as the public at large, to a pornographic web site, knowing full well that plaintiff's CITIBANK mark and the goodwill associated with it would be tarnished in the process.

50. That defendants' conduct has been willful and malicious is also demonstrated by the fact that two other federal judges recently enjoined comparable conduct on the part of IEG. In Archdiocese of St. Louis v. Internet Entertainment Group, Inc., 34 F. Supp. 2d 1145 (E.D. Mo. 1999) (Ex. 13), the Archdiocese of St. Louis, which owned the common law trademarks "Papal Visit" and "Papal Visit

1999," sought and received a preliminary injunction preventing IEG from operating pornographic web sites at the domain names <papalvisit.com> and <papalvisit1999.com>. In Hasbro, Inc. v. Internet Entertainment Group, Inc., 40 U.S.P.Q.2d 1479 (W.D. Wash. 1996) (Ex. 14), Hasbro, the owner of a trademark for the well-known children's board game "Candy Land," sought and obtained a preliminary injunction to stop IEG from operating a sexually explicit web site at the domain name <candyland.com>.

51. That defendants' conduct has been willful and malicious is further demonstrated by the fact that Fortuny has also registered the domain names <citibankl.com>, <citibankaol.com>, and <citibankk.com>. (See Ex. 19).

**FIRST CLAIM
SERVICE MARK DILUTION
UNDER SECTION 43(c) OF THE LANHAM ACT**

52. Plaintiff hereby realleges and incorporates herein the allegations set forth in paragraphs 1-51 of this Complaint.

53. Plaintiff's CITIBANK trade name and service mark, both standing alone and as member of the family of CITI Marks, is distinctive of plaintiff's services and has become an internationally famous mark that has indelibly become associated with plaintiff through extensive advertising, promotion, use, and sale and offering of services under the CITIBANK mark and the other CITI Marks.

54. The CITI Marks are distinctive of Citicorp's services, and are famous as a result of Citicorp's extensive advertising, promotion, use, and sale and offering of services under the CITI Marks, their widespread recognition by the relevant consuming public, as well as their association with Citicorp and Citibank.

55. Defendants' registration and use of the domain name <wwwcitibank.com> occurred after the CITIBANK mark and the other CITI Marks became famous.

56. Defendant Fortuny registered the <wwwcitibank.com> domain name with knowledge of the CITIBANK mark and the rest of plaintiff's CITI Marks, and with knowledge that those marks were famous.

57. Defendants' use of the <wwwcitibank.com> domain name will, if not enjoined, continue to tarnish and denigrate plaintiff's name and reputation.

58. Defendants' registration and use of the domain name <wwwcitibank.com> has diluted and is continuing to dilute the distinctive quality and value of the CITIBANK mark and the rest of plaintiff's CITI Marks, in violation of 15 U.S.C. 1125(c).

59. Defendants' conduct complained of herein was and is intentional, malicious, and willful.

**SECOND CLAIM
DILUTION UNDER NEW YORK
GENERAL BUSINESS LAW § 368 (d)**

60. Plaintiff hereby realleges and incorporates herein the allegations set forth in paragraphs 1-59.

61. Defendants' wrongful acts complained of herein have and are likely to continue to dilute the distinctive nature of the CITIBANK mark and the rest of plaintiff's CITI Marks, in violation of New York General Business Law § 368 (d).

62. Defendants' conduct complained of herein was and is intentional, malicious, and willful.

**THIRD CLAIM
TORTIOUS INTERFERENCE
WITH BUSINESS RELATIONS**

63. Plaintiff hereby realleges and incorporates herein the allegations set forth in paragraphs 1-62.

64. The right of plaintiff to use <wwwcitibank.com> and all the other domain names containing its famous marks is a valuable property right.

65. Plaintiff has a reasonable expectation of economic advantage *vis-à-vis* its current and prospective customers and shareholders as a result of the goodwill associated with the CITIBANK mark and the rest of plaintiff's CITI Marks.

66. Defendants' conduct complained of herein has interfered with and continues to interfere with plaintiff's prospective economic relations with current and prospective customers and shareholders.

67. Defendants' conduct complained of herein was and is intentional, malicious, and willful, without justification or excuse, and occasioned by improper means.

68. As a consequence of defendants' conduct complained of herein, plaintiff has suffered and will continue to suffer economic damage.

WHEREFORE, plaintiff requests judgment against defendants as follows:

A. That defendants, and their respective officers, agents, servants, employees and all persons acting in concert or participation with them be temporarily, preliminarily, and permanently enjoined from using the <wwwcitibank.com> domain name for and/or in connection with an Internet web site, for electronic mail, or for any other purpose, and from otherwise using the name and mark CITIBANK alone or in combination with any other words, phrases and/or designs, and from otherwise diluting the distinctive quality of the CITIBANK mark or any of the rest of the CITI Marks, or intentionally interfering with plaintiff's business.

B. Directing that defendants immediately and permanently cease all use of the domain name <wwwcitibank.com> and the name CITIBANK on the Internet

or otherwise, and ordering that, within five (5) business days of entry of the judgment or order, (1) defendants expressly and affirmatively relinquish in writing to plaintiffs and to NSI any registrations or other claims of right to the <wwwcitibank.com> domain name and any other domain name containing any copy, simulation, variation, or imitation of the CITIBANK mark or any of the rest of the CITI Marks; (2) defendants comply with the NSI domain name transfer procedure such that the <wwwcitibank.com> domain name and all other domain names covered by this Order are fully and effectively transferred to plaintiff Citicorp; and (3) pursuant to the NSI Domain Name Dispute Policy, that NSI abide by this Order and transfer the <wwwcitibank.com> and all other domain names containing any copy, simulation, variation, or imitation of the CITIBANK mark or any of the rest of the CITI Marks, to plaintiff Citicorp.

C. Directing defendants or their attorneys to file with this Court and serve upon plaintiff's counsel within ten (10) days of entry of judgment a report in writing under oath setting forth in detail the manner and form in which the defendants have complied with the requirements of the injunction and order.

D. That plaintiff be awarded (1) all of defendants' profits, gains, and advantages derived from the unauthorized use of the <wwwcitibank.com> domain name, and any copy, variation, simulation or imitation thereof, and that such sums be trebled pursuant to 15 U.S.C. 1117; (2) all damages sustained by plaintiff as a result

of defendants' wrongful acts, and that such damages be trebled pursuant to 15 U.S.C. 1117; and (3) all of plaintiff's costs in this action, including plaintiff's reasonable attorneys' fees and expenses.

E. That plaintiff be awarded punitive damages for the acts of tortious interference engaged in by defendants under the common law of the State of New York.

F. That plaintiff be awarded such other and further relief as may be deemed just and proper by this Court.

Dated: April 15, 1999
New York, New York

Respectfully submitted,

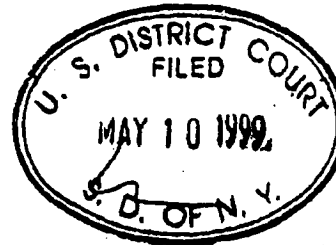
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MEAGHER & FLOM LLP
919 Third Avenue
New York, NY 10022
Phone: (212) 735-3000
Fax: (212) 735-2000

Attorneys for Plaintiff Citicorp

By: 

EXHIBITS

1. Certificate of Registration for the mark CITIBANK.
2. Certificates of Registration for other incontestible CITI-prefixed marks.
3. Network Solutions, Inc.'s Domain Name Dispute Policy (Revision 03).
4. A print-out of plaintiff's <www.citibank.com> home page.
5. A print-out of the publicly accessible portions of Defendants' <www.clubanytime.com> web site.
6. A print-out of the home page of the "members only" portion of Defendants' <www.clubanytime.com> web site.
7. A print-out of various pages from the <www.investieg.com> web site.
8. "The Sleaze Squeeze," by David Diamond, an article appearing in the April 9, 1999 edition of Business 2.0 Magazine.
9. "Bare Market," by Jeff Jensen, an article appearing in the April 16, 1999 edition of Entertainment Weekly Magazine.
10. "Who Rules the Web? Pamela Anderson Lee, the B-Movie Actress," from the April 13, 1999 edition of The Wall Street Journal.
11. Copy of the InterNIC record showing Fortuny's March 21, 1999 registration for the domain name <wwwcitibank.com>.
12. Complete list of Domain Names currently registered to Rafael Fortuny.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- x
CITICORP, :

Plaintiff, :

-against- :

99 Civ. 2737 (JES)

INTERNET ENTERTAINMENT GROUP, :
INC., and RAFAEL FORTUNY, :

Defendants. :
----- x

PRELIMINARY INJUNCTION

Upon the Summons and Complaint, the declarations of Kenneth A. Plevan, Betty M. Iger, Anne MacDonald, and Perry E. Metzger, the supplemental and reply declarations of Kenneth A. Plevan, and the exhibits thereto including the declaration of Seth M. Warshavsky, plaintiff's Memorandum of Law and defendant Rafael Fortuny's response thereto, plaintiff's Reply Memorandum, and the affidavits of service filed by Citicorp, and after a hearing before the Court on May 6, 1999 at 1:00 p.m., It is hereby

ORDERED that, in order to avoid immediate and irreparable injury to plaintiff Citicorp, defendant Rafael Fortuny and any affiliates, officers, employees, agents, attorneys, directors, assigns, successors and all persons acting in concert or

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participation with him, or acting on his behalf or at his direction, directly or indirectly, are preliminarily enjoined from, directly or indirectly

1. using the Internet domain names <wwwcitibank.com>, <citibankl.com>, <citibankk.com>, <citibankaol.com>, <wwwcitybank.com> and <wwwsmithbarney.com> for and/or in connection with an Internet web site, for the receipt of electronic mail, or for any other purpose;

2. using the names and marks CITIBANK, SALOMON SMITH BARNEY or any of the other service marks and trademarks owned by Citicorp, including but not limited to CITICORP, CITIGROUP, CITI, CITIBANKING, CITICARD, THE CITI NEVER SLEEPS, CITISELECT, CITIGOLD, and CITITRADE (the "Citicorp Marks") or any other confusingly similar mark or name, alone or in combination with any other words, phrases and/or designs;

3. diluting the distinctive quality of the CITIBANK or SALOMON SMITH BARNEY marks, or any other of the Citicorp Marks;

4. otherwise infringing Citicorp's rights in the CITIBANK and SALOMON SMITH BARNEY marks, as well as the rest of the Citicorp Marks; and

5. intentionally interfering with plaintiff's business.


IT IS FURTHER ORDERED that defendant Rafael Fortuny is directed to cancel his domain name registrations <wwwcitibank.com>, <citibankl.com>, <citibankk.com>, <citibankaol.com>, <wwwcitybank.com> and

<wwwsmithbarney.com> is further directed to comply with all applicable rules and procedures of Network Solutions, Inc. ("NSI") concerning the transfer of domain names to the end that NSI shall transfer from defendant to Citicorp the aforementioned domain names as well as any other domain name containing any copy, simulation, variation, or imitation of any of the Citicorp Marks. Without limitation of the foregoing, Fortuny shall take whatever steps and actions that may be necessary or desirable to effectuate fully such a transfer by NSI.

IT IS FURTHER ORDERED that defendant Rafael Fortuny shall, within ten (10) days of the date of entry of this Order, file with this Court and serve upon plaintiff's counsel a report in writing, and under oath, setting forth in detail the manner and form in which said defendant has complied with the requirements of this Preliminary Injunction.

Plaintiff shall promptly serve a copy of this Order upon defendant Rafael Fortuny at 2675 S.W. 28th Avenue, Apartment A, Miami, Florida, and upon NSI.

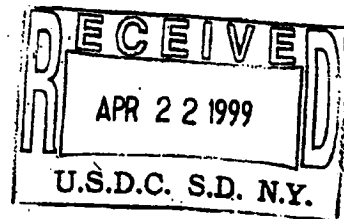
Dated: May 6, 1999
New York, New York


United States District Judge

5-7-99

4:30 PM

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK



----- x
CITICORP,

Plaintiff,

-against-

99 Civ. 2737 (JES)

INTERNET ENTERTAINMENT GROUP,
INC. and RAFAEL FORTUNY,

Defendants.
----- x

STIPULATED PERMANENT INJUNCTION
AND ORDER OF DISMISSAL

I. RECITALS

1. Plaintiff Citicorp commenced this lawsuit against Defendants Internet Entertainment Group, Inc. ("IEG") and Rafael Fortuny ("Fortuny") on Thursday, April 15, 1999.
2. On April 15, 1999, Citicorp moved by Order to Show Cause for a Preliminary Injunction, and the Court ordered a hearing on said application for Thursday, April 22, 1999.
3. On April 16, 1999 IEG was served personally at its principal place of business, located at 2025 First Avenue, Suite 1050, Seattle, Washington,

CITI 0006586

OPP001753

with a Summons and Complaint, the Court's Order to Show Cause, and Citicorp's papers in support of its application for a preliminary injunction.

4. On April 17, 1999, IEG voluntarily suspended operation of its <www.clubanytime.com> web site.

5. Citicorp and IEG have conferred through their counsel with respect to the issues raised in plaintiff's Complaint and in plaintiff's application for a preliminary injunction.

6. IEG is willing to consent to a Permanent Injunction as set forth herein and Citicorp is therefore willing to consent to a dismissal without prejudice of this lawsuit as against IEG.

7. The Court, upon the foregoing recitals and the consent of Citicorp and IEG, hereby makes the following findings and Orders the relief set forth below:

II. PERMANENT INJUNCTION

8. This Court has jurisdiction of Citicorp's claims under 15 U.S.C. § 1121, 28 U.S.C. § 1331 (federal question), § 1338(a) (copyrights and trademarks), and 28 U.S.C. § 1338(e) and § 1367 (supplemental jurisdiction).

9. IEG consents to the personal jurisdiction of this Court for purposes of the entry of this Permanent Injunction and Order of Dismissal.

10. IEG, its affiliates, officers, agents, servants, employees, shareholders, and all other persons acting in concert or in participation with IEG shall be, and they hereby are, permanently enjoined from:

a. using, directly or indirectly, the names and marks CITIBANK, CITI, CITIGROUP, TRAVELERS, SALOMON SMITH BARNEY, PRIMERICA, COMMERCIAL CREDIT, or any other mark that IEG reasonably believes is owned by plaintiff, its parent companies, affiliates or subsidiaries, alone or in combination with any other words, phrases and/or designs, and from using any other domain names, names, or marks confusingly similar thereto, and from diluting the distinctive quality of the aforementioned marks, and from making false designations of origin, unfairly competing with plaintiffs, or intentionally interfering with plaintiff's business;

b. operating, providing content for, sponsoring or maintaining in any way an Internet web site at the Uniform Resource Locator <<http://www.clubanytime.com>> for the display, sale and/or other distribution of sexually explicit material, the sending or receipt of electronic mail, or for any other purpose, for (i) a period of six (6) months from the entry of this Permanent Injunction and Order of Dismissal or (ii) until the final disposition of this action, whichever occurs later. At the end of said period, IEG may not operate, provide content for, sponsor or maintain in any way an Internet web site at the Uniform Resource Locator

<<http://www.clubanytime.com>> without first providing Citicorp with at least sixty (60) days prior written notice to the undersigned counsel of record for Citicorp, in which notice IEG shall certify that it reasonably believes that the use of <<http://www.clubanytime.com>> will not infringe or dilute any trademarks or service marks of Citicorp, or tortuously interfere with the business of plaintiff, its parent companies, affiliates or subsidiaries; and

c. maintaining or entering into any business or contractual relationship with Fortuny, Alberto Leon, or Internet Explorers, Inc., or their respective agents, servants, employees, shareholders, or any other person acting in concert or in participation with them, for the dissemination of sexually explicit content over the Internet, or for any other purpose.

III. ORDER OF DISMISSAL WITHOUT PREJUDICE

It is hereby further Ordered that:

11. In view of the aforesaid Permanent Injunction, Citicorp's lawsuit as against IEG is hereby dismissed without prejudice, and Citicorp may move, upon at least two weeks prior notice to IEG, to reopen this lawsuit as against IEG.

12. The Court shall retain continuing personal jurisdiction over IEG for any matter relating to this Permanent Injunction and Order of Dismissal and/or any motion by Citicorp to reopen this lawsuit as against IEG.

13. IEG shall promptly provide to counsel for Citicorp any information it has currently or receives in the future in the normal course of business regarding or relating to the following individuals or entities:

- a. Rafael Fortuny;
- b. Alberto Leon; or
- c. Internet Explorers, c., or any of their affiliates, employees, or agents.


Dated: New York, New York
April 12, 1999

3:36 PM


United States District Judge

ENTRY OF THE FOREGOING PERMANENT INJUNCTION IS CONSENTED
TO WITHOUT FURTHER NOTICE BY THE UNDERSIGNED:

Internet Entertainment Group, Inc.


By: Seth M. Warshavsky
President

04/21/99

17:47

SKADDEN ARPS + 85253612066223706

NO. 053 007

Internet Entertainment Group, Inc.



By: Derek A. Newman
Staff Counsel

Kenneth A. Plevan (KP 2551)
Eric Ian Schwartz
Scott D. Brown
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Phone: (212) 735-3000
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Attorneys for Plaintiff Citicorp

By: _____

Internet Entertainment Group, Inc.

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Staff Counsel

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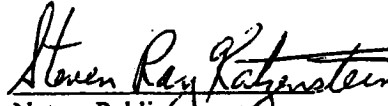
Attorneys for Plaintiff Citicorp

By: Kenneth Plevan

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Seth M. Warshavsky, personally known to me to be the President of Internet Entertainment Group, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that he signed the above and foregoing Stipulated Permanent Injunction as his free and voluntary act and as the free and voluntary act of said corporation and that he was duly authorized to execute said document on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 22nd day of April, 1999.


Notary Public
STEVEN RAY KATZENSTEIN
Notary Public, State of New York
No. 41-4745340
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 30, 1999

My commission expires: _____

04/21/99

17:47

SKADDEN ARPS + 85253612866223706

NO. 053 009

STATE OF WASHINGTON)

) SS.

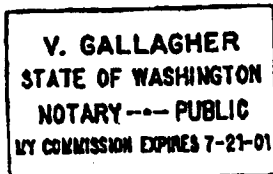
COUNTY OF KINGS)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Derek A. Newman, personally known to me to be the Staff Counsel of Internet Entertainment Group, Inc., a Delaware corporation, appeared before me this day in person and acknowledged that he is a member of the bar of the State of Washington and California that he signed the above and foregoing Stipulated Permanent Injunction as his free and voluntary act and as the free and voluntary act of said corporation and that he was duly authorized to execute said document on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 21st day of April, 1999.

V. Gallagher
Notary Public

My commission expires: 7-21-01



(2970)0.02-New York 11A

8

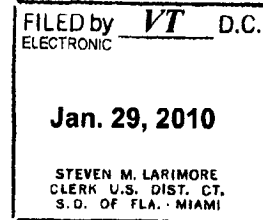
600/800.8 P1134

APR. 21 1999 16:28

CITI 0006594

OPP001761

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION



CITIGROUP INC.,

Plaintiff,

- against -

10-CV-60139-Martinez-Brown
CASE NO. _____

EMANUEL LEGAKIS d/b/a
CITIATLANTIC MORTGAGE,

Defendant.

COMPLAINT

Plaintiff Citigroup Inc. ("Citigroup"), by and through its undersigned counsel, for its Complaint against defendant Emanuel Legakis, doing business as CitiAtlantic Mortgage ("Defendant"), states upon personal knowledge with respect to itself and its own acts, and upon information and belief as to all other matters, as follows:

NATURE OF THE CLAIMS

1. This is an action for trademark and service mark infringement, dilution, false designation of origin and unfair competition under the Lanham Trademark Act of 1946, as amended, Title 15, United States Code, §§ 1051, et seq. ("Lanham Act"), service mark dilution under Fla. Stat. § 495.151, and for related claims of trademark infringement and unfair competition under the common law of the State of Florida.

2. Defendant is using a name and mark and operating a business that infringes, dilutes, and misappropriates Plaintiff's exceptionally strong, well-known, and famous family of CITI service marks and trademarks, in a manner that is likely to cause confusion, mistake and deception, and that is likely to dilute the distinctive quality and value of such marks.

PARTIES

3. Plaintiff Citigroup is a Delaware corporation with its principal place of business at 399 Park Avenue, New York, New York.

4. On information and belief, Defendant Emanuel Legakis, located at 2263 SE 15 Street, Pompano Beach, Florida, is doing business under the name CitiAtlantic Mortgage located at 82 E. McNab Road, Pompano Beach, Florida.

5. On information and belief, CitiAtlantic Mortgage is not currently an active corporation in the State of Florida. In 2006, Defendant filed Articles of Incorporation for two entities, both in the field of mortgage brokerage services: CitiAtlantic Mortgage Corporation, effective as of May 11, 2006, and Ocean Capital Mortgage Corporation, effective as of March 16, 2006. In July of 2006, Defendant dissolved CitiAtlantic Mortgage Corporation and simultaneously filed an amendment to change Ocean Capital Mortgage Corporation's name to Citi Atlantic Mortgage Corporation. However, Defendant's failure to file annual reports has resulted in the State of Florida administratively dissolving the corporation, which is now listed as "inactive."

JURISDICTION AND VENUE

6. The Court has jurisdiction over the federal claims under 15 U.S.C. § 1121 (trademarks) and 28 U.S.C. § 1331 (federal question), § 1332 (diversity of citizenship), and § 1338(a) (trademarks and unfair competition). The Court has jurisdiction over the state law claims under 28 U.S.C. § 1338(b) (joinder) and § 1367 (supplemental jurisdiction).

7. Venue is proper in this District under 28 U.S.C. § 1391(b) because the Defendant solicits, transacts, and is doing business within the State of Florida and within this District, and is therefore subject to personal jurisdiction in this District. Further, a substantial part of the events giving rise to the claims asserted herein occurred in this District.

BACKGROUND

Citigroup and Its Services

8. Citigroup is one of the largest and most renowned banking and financial services institutions in the United States and throughout the world.

9. Citibank, N.A., a wholly-owned banking subsidiary of Citigroup, was originally chartered on June 16, 1812 under the banking laws of New York State as the "City Bank of New York."

10. Citigroup was formed on October 8, 1998 following the business combination between Travelers Group Inc. ("Travelers") and Citicorp. Citicorp was merged into Citigroup on August 1, 2005.

11. Citigroup, through its operating affiliates (collectively, the "CITI Affiliates"), offers a full range of financial and related services, including mortgage services.

12. During the 1970s, Citicorp became the largest United States bank holding company in terms of loans and the largest non-governmental bank worldwide with 850 offices in close to 90 countries. By 1972, Citicorp's assets exceeded \$30 billion, and as of December 31, 2007, Citigroup's assets were over \$2.1 trillion. In 2007 alone, the CITI Affiliates generated over \$81 billion in net revenues in connection with their products and services.

13. As of December 31, 2007, the CITI Affiliates had over 200 million customer accounts worldwide.

14. Numerous of Citigroup's subsidiaries have branches in the State of Florida, including without limitation, Citibank, CitiMortgage, and CitiFinancial.

**The Fame of Citigroup's CITI
Marks and Family of CITI Marks**

15. The first use of a CITI mark was as early as 1897 when the "CITIBANK" mark was used to designate the bank's cable address.

16. By the 1970s, the CITI mark was chosen as Citicorp's primary designation because the general public and financial community had already referred to Citicorp by the coined term "THE CITI" and the name had naturally evolved into Citicorp's trademark and service mark.

17. The CITI mark (Reg. No. 1,181,467) for financial services was first federally registered on December 8, 1981, and thereafter became incontestable pursuant to 15 U.S.C. § 1065.

18. By the mid-1980s if not earlier, Citicorp owned a nationally famous family of CITI service marks and trademarks (hereinafter, the "CITI Marks"), which since then has included such famous marks as CITI, CITICORP, CITIBANK, CITIGROUP, CITIMORTGAGE and CITIFINANCIAL.

19. Long before the acts herein complained of, the CITI mark and the CITI Marks, through extensive advertising, promotion, and the substantial sales of services in this District and throughout the United States under these marks, had become famous and associated by the public first with Citicorp, and now with Citigroup.

20. Plaintiff offers through its family of CITI Marks a full range of financial and related services, including, without limitation, lending and financing services, mortgage services,

insurance services, and brokerage and investment services, banking services, and credit card services, in all of the traditional channels of trade in which such services are offered.

21. Currently, Citigroup owns more than 100 federal registrations or applications in its family of CITI Marks, including, but not limited to, the following registrations:

| <u>Reg. No.</u> | <u>Mark</u> | <u>Services</u> |
|-----------------|--------------------------------|--|
| 691,815 | CITIBANK | Banking services |
| 982,066 | CITICORP | Numerous financial related services |
| 2,406,753 | CITIGROUP | Insurance and financial services, banking services, credit card services, securities trading, consulting and underwriting services, investment services |
| 3,446,133 | CITI CHAIRMAN | Promoting the sale of credit card accounts through the administration of incentive award programs; Credit card services |
| 2,897,519 | CITIMORTGAGE | Commercial and consumer lending, mortgage brokerage and mortgage lending services |
| 3,184,603 | CITIMORTGAGE INCOMEPLUS | Consumer lending, mortgage brokerage and mortgage lending services |
| 2,951,903 | CITIFINANCIAL | Financial services, namely, consumer lending, credit and financing services; credit insurance services |
| 1,104,470 | CITI NEVER SLEEPS | Financial services, namely electronic banking services |
| 2,263,621 | CITIBUSINESS | Financial services, namely, banking, credit cards, investment consultation, analysis, and planning, securities and insurance brokerage, and underwriting annuities |

The highlighting in **bold** of certain of these CITI Marks indicates incontestable status under 15 U.S.C. §1065.

22. The family of CITI Marks represents enormous good will that belongs exclusively to Citigroup. The famous family of CITI Marks, and each of the distinctive marks comprising the CITI family, are extremely valuable assets of Citigroup.

**Judicial Decisions Confirming
Fame of Citigroup's CITI Marks**

23. That Citigroup owns a family of CITI Marks, and that such marks are nationally famous, has been confirmed in judicial decisions in favor of the CITI Affiliates or their predecessors.

24. In Citibank, N.A. v. Citibanc Group Inc., 724 F.2d 1540, 1547 (11th Cir. 1984), the Eleventh Circuit affirmed the finding of the District Court that CITI is a strong trademark.

25. In Citigroup Inc. v. City Holding Co., 171 F. Supp. 2d 333, 346 (S.D.N.Y. 2001), the court held that Citicorp owned a family of CITI marks that were inherently distinctive, entitled to a high degree of protection, and famous since at least as early as 1990.

26. In CIT Group, Inc. v. Citicorp, 20 F. Supp. 2d 775, 793 (D.N.J. 1998), the court held that Citicorp owned a family of CITI marks that were internationally famous.

27. In Citibank, N.A. v. City Bank of San Francisco, 206 U.S.P.Q. 997, 1004 (N.D. Cal. 1980), the court found that the CITIBANK mark was world famous.

28. In a lawsuit in this district, Citicorp v. Citicorp Mortgage Co., Inc. and Luis Soro, 85 CV 02960, this Court in 1986 entered a permanent injunction against a competing use of "Citicorp" or any other confusingly similar name or trademark. On May 14, 2003, this Court (per Judge Lenard) held that the individual defendant in said lawsuit was in contempt for his failure to abide by the permanent injunction.

DEFENDANT'S UNLAWFUL ACTIVITIES

**Defendant's Infringing
Activities Regarding the CITI Marks**

29. Defendant does business in the state of Florida.

30. Defendant adopted and is using the mark CITI ATLANTIC MORTGAGE and/or CITIATLANTIC MORTGAGE ("Infringing Marks") in connection with providing financial and mortgage services, including loans for purchase, refinance, and construction for both residential and commercial customers.

31. Defendant began use of the Infringing Marks long after Citigroup's adoption and use of the CITI mark, and subsequent to the date on which the CITI Marks achieved fame.

32. Defendant adopted the Infringing Marks without the knowledge, authorization, or consent of Citigroup.

Irreparable Harm to Citigroup

33. Defendant's use of the CITI name and mark is likely to cause customer confusion, as potential customers encountering the Infringing Marks are likely to believe that Defendant and/or its services are affiliated with or endorsed by Citigroup or its affiliates.

34. Defendant's use of the Infringing Marks has diluted and likely will continue to dilute the strength of Citigroup's CITI mark and the family of CITI Marks by blurring the considerable source-identifying powers and/or tarnishing the extraordinary reputation of Citigroup and its family of CITI Marks.

35. Defendant adopted and used the Infringing Marks with full awareness of the enormous good will that Citigroup has developed in its CITI mark and famous family of CITI Marks, and with an intent to profit or otherwise gain from the good will and reputation of such marks.

36. Defendant's acts are causing Citigroup irreparable injury for which Citigroup has no adequate remedy at law.

FIRST CLAIM FOR RELIEF
**(Service Mark Infringement Under
Section 32 of the Lanham Act)**

37. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

38. Defendant's use of the Infringing Marks as a service mark infringes Citigroup's exclusive rights in its federally registered CITI mark and its federally registered family of CITI Marks, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1), in that such conduct is likely to cause customer confusion and to cause the relevant public to mistakenly believe that Defendant's services emanate from, are authorized, endorsed, sponsored or licensed by, or connected or affiliated in some way with Citigroup.

39. Defendant's acts are without license from or permission of Citigroup.

40. Defendant's infringing acts have been with full knowledge of Citigroup's rights in the famous CITI mark and famous family of CITI Marks.

41. Defendant's conduct challenged herein was intentional and willful.

42. Citigroup has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

SECOND CLAIM FOR RELIEF
**(Unfair Competition and False Designation of Origin
Under Section 43(a) of the Lanham Act)**

43. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

44. Defendant's conduct complained of herein constitutes unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

45. Defendant's use of the Infringing Marks constitutes a false designation of origin and unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

46. Defendant's conduct challenged herein was intentional and willful.

47. Citigroup has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

THIRD CLAIM FOR RELIEF
(Service Mark Dilution Under
Section 43(c) of the Lanham Act)

48. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

49. Citigroup's CITI mark, and its family of CITI Marks, are distinctive of Citigroup's services, and are famous as a result of the CITI Affiliates' extensive advertising, promotion, use, sale, and offering of services under the CITI mark and the rest of the family of CITI Marks, and their widespread recognition by the relevant consuming public and their association with Citigroup.

50. Citigroup's CITI mark and its family of CITI Marks are famous as that term is used in Section 43(c) of the Lanham Act, and Defendant's use of the Infringing Marks as a service mark began after Citigroup's CITI mark and its family of CITI Marks became famous.

51. Defendant's use of the Infringing Marks as a service mark has diluted and likely will continue to dilute the distinctive quality and value of Citigroup's CITI mark and the family of CITI Marks in violation of Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c).

52. Defendant's conduct challenged herein was intentional and willful.

53. Citigroup has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

FOURTH CLAIM FOR RELIEF
(Service Mark Dilution Under Fla. Stat. § 495.151)

54. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

55. Defendant's wrongful acts complained of herein have diluted and likely will continue to dilute the distinctive nature and quality of Citigroup's CITI mark and Citigroup's distinctive family of CITI Marks in violation of Fla. Stat. § 495.151.

56. Defendant's conduct challenged herein was intentional and willful.

57. Citigroup has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

FIFTH CLAIM FOR RELIEF
(Common Law Trademark Infringement)

58. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

59. Defendant's wrongful acts as aforesaid have confused and likely will continue to cause confusion with Citigroup's CITI mark and famous family of CITI Marks, and thereby constitute service mark infringement in violation of the common law of the State of Florida.

60. Defendant's conduct challenged herein was intentional and willful.

61. Citigroup has suffered and will continue to suffer irreparable harm as a result of such violations of law for which there is no adequate remedy at law.

SIXTH CLAIM FOR RELIEF
(Common Law Unfair Competition)

62. Citigroup hereby realleges and incorporates herein the allegations set forth in paragraphs 1 through 36 of this Complaint.

63. Defendant has violated the principles of the common law of unfair competition by trading on the good will of Citigroup, competing unfairly, and by, among other things, creating a false association between Defendant and Citigroup.

64. The foregoing acts of Defendant constitute unfair competition under Florida common law.

65. Defendant's conduct challenged herein was intentional and willful.

66. Citigroup has suffered and will continue to suffer irreparable harm as a result of such unfair competition for which there is no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Citigroup respectfully requests judgment against Defendant as follows:

A. Preliminarily and permanently enjoining Defendant, his agents, servants, directors, principals, officers, employees, successors, assigns, and all those acting under his control or the control of his subsidiaries, affiliates or divisions and/or on his behalf and/or in concert, from using the CITI Marks, and any name or mark derived from, based on or confusingly similar to the CITI Marks, alone or in combination with any other words, phrases, and/or designs, including without limitation, any other name or mark containing the term CITI for any purpose, and from otherwise infringing or diluting the distinctive quality of the famous family of CITI Marks;

B. Directing Defendant or his attorneys to file with this Court and serve upon Citigroup's counsel within ten (10) days of Entry of Judgment a report in writing under oath setting forth in detail the manner and form in which Defendant has complied with the requirements of the Court's Judgment;

C. Ordering that Citigroup be awarded:

(1) All of Defendant's profits, gains, and advantages derived from the unauthorized appropriation of Citigroup's good will in its service marks as part of Defendant's names, to identify Defendant's services and products;

(2) All of Citigroup's costs in this action, including Citigroup's reasonable attorneys' fees and expenses;

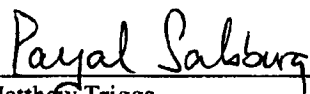
D. Ordering that Citigroup be awarded enhanced damages under the Lanham Act and Fla. Stat. § 495.141, in an amount not to exceed three times actual damages; and

E. Ordering that Citigroup be awarded such other and further relief as the Court deems just and proper.

Signed this 29th day of January, 2010.

Respectfully submitted,

PROSKAUER ROSE LLP
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Facsimile: (561) 241-7145


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- ✦ Enjoy to the hilt the hundreds of destinations served by participating airlines.
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 - Emergency Lost Driver's License
 - Emergency Lost Credit Card
 - Emergency Lost Debit Card
 - Emergency Lost ATM Card
 - Emergency Lost Bank Card
 - Emergency Lost Insurance Card
 - Emergency Lost Medical Card
 - Emergency Lost Social Security Card
 - Emergency Lost Voter ID Card
 - Emergency Lost Driver's License
 - Emergency Lost ID Card
 - Emergency Lost Passport
 - Emergency Lost Baggage
 - Emergency Lost Rental Car
 - Emergency Lost Credit Card
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Each time you use your Citibank CitiMiles Visa card, you earn CitiMiles. And each 100 CitiMiles is worth one actual mile of free air travel!

Each CitiMile is worth one actual mile of free air travel!

Use your CitiMiles to book a round-trip flight on a participating airline. Or, you can use your CitiMiles to book a round-trip flight on a participating airline. Or, you can use your CitiMiles to book a round-trip flight on a participating airline.

| Itinerary | Round-Trip Distance | CitiMiles Needed |
|------------------------|---------------------|------------------|
| Boston/Washington D.C. | 812 | 812 |
| Chicago/Atlanta | 1,174 | 1,174 |
| New York/Los Angeles | 2,460 | 2,460 |
| Chicago/Dallas | 1,607 | 1,607 |
| Atlanta/Phoenix | 1,914 | 1,914 |

Earn CitiMiles every day!

Each time you use your Citibank CitiMiles Visa card, you earn CitiMiles. And each 100 CitiMiles is worth one actual mile of free air travel!



Travel to hundreds of exciting destinations.

Travel to hundreds of exciting destinations. Travel to hundreds of exciting destinations. Travel to hundreds of exciting destinations.



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Getting your free ticket is easy. Getting your free ticket is easy. Getting your free ticket is easy.

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- 24-Hour Customer Service
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- Billing Dispute Resolution Service
- Free Additional Cards



CITIBANK



VISA



Your ticket to a free trip!

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You can fly free for as little as 500 CitiMiles!

Been thinking of paying a visit to an old school chum... or taking a long weekend off to visit loved ones in your hometown? There's no stopping you when you can fly there, free, with CitiMiles!

And your favorite destination may be closer than you think. The chart below shows the CitiMiles you need for a free ticket to just a few popular destinations. For more destinations, as well as full program details, look in your "Welcome to CitiMiles" brochure sent earlier, or call 1-800-99-MILES. Monday-Friday, 9am-11pm; Saturday, 9am-8pm; ET.

Remember: Every time you make a purchase with your Citibank CitiMiles card, you're earning CitiMiles! That's why it makes sense to use your CitiMiles card instead of cash, checks or another credit card for all the things you normally buy, like gas, clothes, groceries, CDs and tapes, tuition payments and housewares.

Then soon, you'll be flying free!

CitiMiles and the jet design are service marks of Citicorp.
© 1994 Citibank (South Dakota), N.A.

| Destination | Round-trip Distance | CitiMiles Needed |
|---------------------------|---------------------|------------------|
| New York/Boston | 500 | 500 |
| Charlotte/Orlando | 924 | 924 |
| Seattle/Portland | 500 | 500 |
| Chicago/Dallas | 1002 | 1002 |
| San Francisco/Los Angeles | 660 | 660 |



You can fly free for as little as 500 CitiMiles!

Been thinking of paying a visit to an old school chum... or taking a long weekend off to visit loved ones in your hometown? There's no stopping you when you can fly there, free, with CitiMiles!

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| Destination | Round-trip Distance | CitiMiles Needed |
|---------------------------|---------------------|------------------|
| New York/Boston | 500 | 500 |
| Charlotte/Orlando | 924 | 924 |
| Seattle/Portland | 500 | 500 |
| Chicago/Dallas | 1002 | 1002 |
| San Francisco/Los Angeles | 660 | 660 |



You can fly free for as little as 500 CitiMiles!

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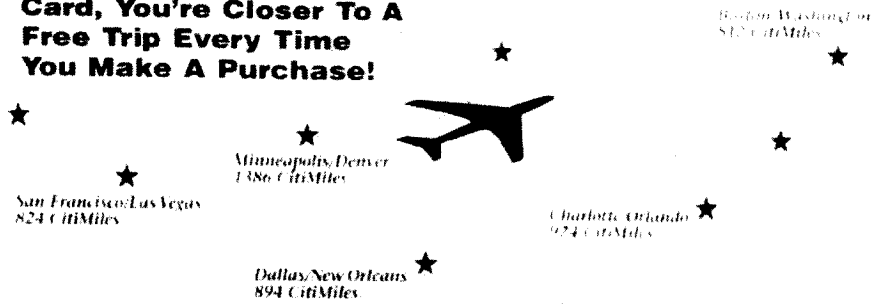
Remember: Every time you make a purchase with your Citibank CitiMiles card, you're earning CitiMiles! That's why it makes sense to use your CitiMiles card instead of cash, checks or another credit card for all the things you normally buy, like gas, clothes, groceries, CDs and tapes, tuition payments and housewares.

Then soon, you'll be flying free!

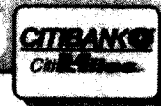
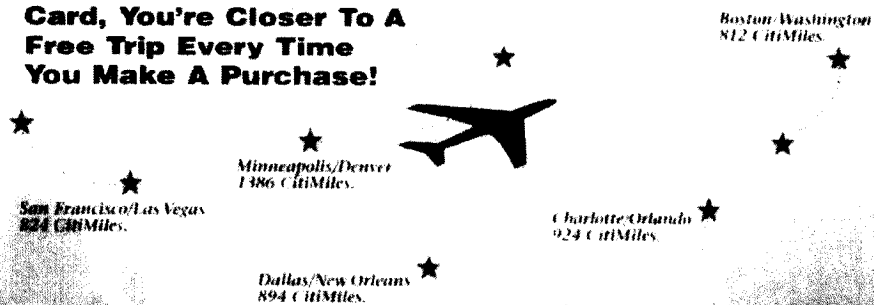
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| Destination | Round-trip Distance | CitiMiles Needed |
|---------------------------|---------------------|------------------|
| New York/Boston | 500 | 500 |
| Charlotte/Orlando | 924 | 924 |
| Seattle/Portland | 500 | 500 |
| Chicago/Dallas | 1002 | 1002 |
| San Francisco/Los Angeles | 660 | 660 |

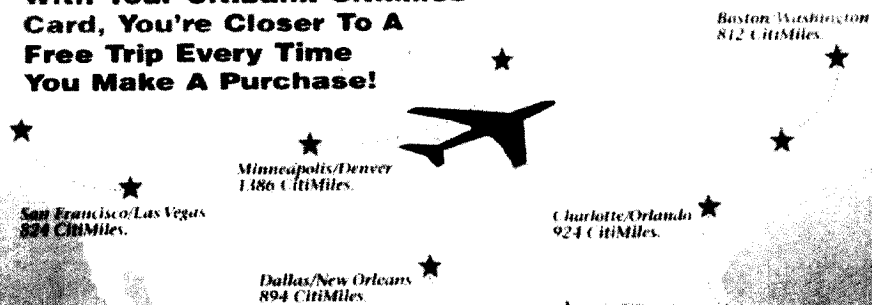
With Your Citibank CitiMiles Card, You're Closer To A Free Trip Every Time You Make A Purchase!



With Your Citibank CitiMiles Card, You're Closer To A Free Trip Every Time You Make A Purchase!



With Your Citibank CitiMiles Card, You're Closer To A Free Trip Every Time You Make A Purchase!



AS A CITITRAVEL MEMBER, YOUR SATISFACTION IS IMPORTANT. THIS IS TO NOTIFY YOU THAT YOUR MEMBERSHIP WILL BE RENEWED. CITITRAVEL IS PROVIDED BY TRILEGIANT CORP., WHICH IS NOT AFFILIATED WITH CITIBANK, THE ISSUER OF YOUR CREDIT CARD.

UPCOMING CHARGE FOR MEMBERSHIP RENEWAL:

YOUR CURRENT TERM'S MEMBERSHIP IN CITITRAVEL IS ABOUT TO EXPIRE. YOU HAVE THE FOLLOWING CHOICES BEFORE YOUR MEMBERSHIP AUTOMATICALLY RENEWS IN DECEMBER 31, 2011.

(1) **RENEW YOUR MEMBERSHIP.** DO NOTHING AND YOUR MEMBERSHIP WILL BE RENEWED AUTOMATICALLY AND THE NEW \$10.99 MONTHLY MEMBERSHIP FEE WILL BE BILLED TO YOUR CREDIT CARD ACCOUNT EACH MONTH.

(2) **CANCEL YOUR MEMBERSHIP.** IF YOU WISH TO DISCONTINUE, PLEASE NOTIFY US BY CALLING 1-800-548-1116 OR WRITE TO CITITRAVEL, P.O. BOX 41307, NASHVILLE, TN 37204 BEFORE DECEMBER 31, 2011 AND YOU WILL OWE NOTHING MORE.

The Plain Language Box

As your credit card company, we work hard to bring valuable offers and services to our customers and to ensure they are simple to understand and use. That's why we ask our service providers to include this Plain Language Box for special offers to Cardmembers. As part of our commitment to quality, customer satisfaction, and business integrity, this Plain Language Box will help you to make an informed decision. Under certain circumstances this program may be discontinued or changed.

Trilegiant Corporation tells you about CitiTravel® in Plain Language

CitiTravel provides members with comprehensive discount travel benefits. One toll-free call gets you the information you need to plan a trip. For airline, hotel, cruise, and car rental reservations booked through the service, you'll receive a Low Price Guarantee, 5% cash back on travel-related spending when you return home, and from 5% to 50% off the non-discounted room rate at over 5,000 hotels, motels, and inns across the country. Plus, there are airline savings certificates and low-priced "members-only" packages. Complete details are in your CitiTravel membership kit. For more information, please contact CitiTravel at 1-800-548-1116.

| | |
|---------------------------------------|---|
| Some Important Limitations | <i>Hotel Access</i> ® up to 50% discount is based upon space availability at participating hotels, requires an advance reservation, and is not eligible for the 5% Cash Bonus program. The 5% cash bonus applies only to travel purchased through CitiTravel and your claim must be made within 45 days from the day you return from your trip. <i>Hotel Access</i> ®, group travel, meals, taxes, gratuities, and other miscellaneous expenses do not apply. For the Low Price Guarantee, the lower price must be published within 30 days prior to your departure, for the same travel arrangements, and available to the general public at the time of booking. (Charter, tour packages, consolidator rates, and group rates are excluded.) Savings and fares subject to change without notice. Benefits may be modified, improved, or changed without notice. Only current members may use the benefits and privileges of CitiTravel. Full details as well as any additional benefits and exclusions are provided in your membership kit. |
| Renewal Notice | Your membership is about to be renewed. |
| Price and Automatic Billing | Please see Renew Your Membership above for information. |
| How to Cancel and Avoid Charge | Please see Cancel Your Membership above for information. |
| Automatic Renewal | To ensure uninterrupted service, the membership fee for renewal will be charged automatically to your credit card at the beginning of the renewal period at the then-current membership fee. You will receive written notice prior to renewal billing. To avoid a charge for the renewal fee, you must cancel your membership upon receiving the renewal notice by calling CitiTravel at 1-800-548-1116 or by writing to CitiTravel, P.O. Box 41307, Nashville, TN 37204 before the renewal date. |
| Service Provider | CitiTravel is provided by Trilegiant Corporation, Norwalk, CT, which is not affiliated with Citibank, the issuer of your credit card. Trilegiant Corporation and its providers, as applicable, assume all responsibility and liability with respect to the program and its benefits. For further information, contact CitiTravel at 1-800-548-1116. |

CitiTravel is a registered service mark of Citigroup Inc.

Trilegiant Corporation
P.O. Box 41307
Nashville, TN 37204

**Call CitiTravel at 1-800-CITI-234.
MEMBERSHIP RENEWAL NOTICE**

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VOLUME 1404

CitiTravel®

CitiTravel® is a service provided by Trilegiant Corporation

Your Guide to Discount Travel

SAVINGS

on airfare, hotels,
vacation packages & more!

5% CASH BONUS
on eligible trips**

Orlando

Call CitiTravel @ 1-800-CITI-234

** See center

OPP005844



Hotel Directory

Plan your trip
and plan to save!

Save **10% to 50%** on
leading hotels nationwide!

Order 42 Pages RM680C
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Save up to 50%
off the rack rate at 5,000 or more
leading hotels nationwide

How to make your reservations:

- 1. Call the hotel/motel directly using the phone numbers listed in this directory.
- 2. Follow the reservation instructions listed for each property.
- 3. Ask for your discounted room rate and obtain a confirmation number on your reservation.

It's that easy!

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You've just joined a special club. A club that offers value, variety, and satisfaction — whether you travel close to home or around the world.

Treat yourself and members of your household to great getaways at great prices. Our expert consultants are here to assist you in planning your vacations and getting the most for your money on all your travel, near or far. Let us be your tour guide and show you the many ways you can save — while we work for you.

• 5% Cash Bonus

You not only get the low price guaranteed, you'll also get 5% cash back after your trip, on eligible travel booked through C in Travel. Your claim must be made within 45 days from the day you return from your trip.*

Low Price Guarantee

Find a lower price for the same air, car, cruise, or hotel accommodations booked through CitiTravel — call us the same day and upon confirmation we'll match the price, or call within 30 days after the date of your purchase and CitiTravel will refund the difference **

Convenient Electronic Ticketing

When you have to make your travel plans on short notice (24 to 48 hours before departure), electronic ticketing is fast and easy. Just show up at the gate with proper ID and you're on your way! Nothing could be easier!

Holiday Network

As a Citicorp member you can treat your family and friends to terrific worldwide resorts, thanks to off-season and short notice specials through Holiday Network.SM

Toll-Free Access to Over 1,000 Travel Experts

Call 1-800-CIT-234

⁷ For complete details and restrictions see pages 3-4

PRICE
REFUND

Low Price Guarantee

Get the Lowest Available Price — Guaranteed!
Book your eligible travel with the confidence that you're always getting the best price.

Because if you should find a lower published price on the same airline, car rental, cruise, or hotel accommodations you purchased through us, call CatTravel the same day and upon confirmation we'll match the price, or call within 30 days after the date of your purchase and CatTravel will refund the difference. **

[illegible]

| Case No. | Case Name | Case Address | Case City | Case State | Case Zip | Case Phone | Case Fax | Case Email | Case Website |
|----------|-----------|----------------|---------------|------------|----------|--------------|----------|--------------------|-------------------|
| 1 | Case 1 | 123 Main St | New York | NY | 10001 | 212-555-1234 | | case1@example.com | case1website.com |
| 2 | Case 2 | 456 Elm St | Los Angeles | CA | 90001 | 213-555-5678 | | case2@example.com | case2website.com |
| 3 | Case 3 | 789 Oak St | Chicago | IL | 60601 | 312-555-9012 | | case3@example.com | case3website.com |
| 4 | Case 4 | 101 Pine St | San Francisco | CA | 94101 | 415-555-3456 | | case4@example.com | case4website.com |
| 5 | Case 5 | 202 Maple St | Seattle | WA | 98101 | 206-555-7890 | | case5@example.com | case5website.com |
| 6 | Case 6 | 303 Birch St | Portland | OR | 97201 | 503-555-2345 | | case6@example.com | case6website.com |
| 7 | Case 7 | 404 Cedar St | Denver | CO | 80201 | 303-555-6789 | | case7@example.com | case7website.com |
| 8 | Case 8 | 505 Spruce St | Phoenix | AZ | 85001 | 602-555-0123 | | case8@example.com | case8website.com |
| 9 | Case 9 | 606 Fir St | San Diego | CA | 92101 | 619-555-4567 | | case9@example.com | case9website.com |
| 10 | Case 10 | 707 Redwood St | Houston | TX | 77001 | 281-555-8901 | | case10@example.com | case10website.com |

Reservations 1-800-CITI-234

Call 1-800-CITI-234 (1-800-248-4234) to make all your airline, hotel, car rental, tour, and cruise reservations.

How to use 1-800-CITI-234:

Follow the easy prompts after Main Menu to get all the convenient benefits of your full-service travel agency!

- 1** **Questions Regarding Membership Benefits**
(Hours: 24 hours a day, 7 days a week)
- 2** **New or Existing Cruise Reservations**
(Hours: M-F 8 a.m.-4 p.m.; Sat. 8 a.m.-6:30 p.m., ET)
- 3** **If You Are Inquiring About Your Seats, Reconfirming Itinerary, or Requesting an Itinerary or Email**
- 4** **Changes or Cancellations to All Other Exclusions**
(Hours: M-F 6:30 a.m.-8 p.m.; Sat. 7 a.m.-5:30 p.m., ET)
- 5** **New Reservations**
For domestic air, car, day, hotel
(Hours: 24 hours a day, 7 days a week)
International reservations, vacation packages, cruises
(M-F 8 a.m.-4 p.m.; Sat. 8 a.m.-6:30 p.m., ET)

5% Cash Bonus

It Pays to Book Through Cititravel! We've made it easy for you to book your travel and to collect a 5% Cash Bonus afterward.*

How to Redeem your 5% Cash Bonus:

1. Purchase your eligible travel by calling 1-800-CITI-234.
2. Save your itinerary and original or copies of your original eligible receipts.
3. Write your name, address, and membership number on them.
4. Send them to us within 45 days of returning from your trip.

Mail to: Cititravel Bonus Dept.

P.O. Box 6127

Westerville, OH 43086-6127

3. You'll receive a check for 5% of your eligible purchases.*

Please send your Cash Receipts to: Save Your History and all of the originals or copies of the original receipts.
Write your name, address, and membership number on them and mail within 45 days of your return to CuffTrend.
CuffTrend, P.O. Box 6127, Westerville, OH 43086-0127. The 5% bonus applies only to eligible travel purchased through CuffTrend and does not apply to Hotel Access®. Hobby Network, group travel, meals, taxes, gratuation,
and other non-airfare charges.

3

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Last File Date: 10/09 0 1 14
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Client: MC Presses
Report of
Art: 1/10 1/1



Hotel Access®

Get up to 50% OFF at over 3,000 participating hotels!

Great savings are available when you make your own reservations at hotels listed in the Hotel Access® directory. Save up to 50% off the non-discounted room rate at thousands of participating hotels and resorts.

See your enclosed Hotel Access directory for details and a complete listing of participating hotels.

BOOK IT YOURSELF AND SAVE!

How to use HOTEL ACCESS:

1. CALL THE HOTEL DIRECTLY using the phone numbers listed in the Hotel Access directory.
2. IDENTIFY YOURSELF as a Hotel Access member prior to making your reservation.
3. ASK FOR YOUR DISCOUNTED ROOM RATE and obtain a confirmation number.
4. PRESENT YOUR MEMBERSHIP CARD when you check in. Be sure to attach the validation sticker which is found on the inside front cover of your Hotel Access directory.

Remember, your up to 50% Hotel Access discount is subject to projected room availability and is not eligible for the 5% Cash Bonus.

THE Hotel Card® members save up to 50% off the regular rack rate at participating hotels. The rack rate is the hotel's standard non-discounted room rate. The discount does not apply to special rates. To receive up to 50% off the regular rack rate, call the hotel for their availability using only the phone numbers in the printed directory. Subject to availability, participating hotels offer up to a 50% discount subject to projected occupancy. The hotels may not allow the discount once they have reached a certain projected level of occupancy. For most hotels, this occurs when they are projected to be at 80% full. Restrictions: Additional restrictions may apply and vary by season and hotel location. Please see individual listing for details. For more details, call the hotel directly. Minimum Charge: There is a \$25 minimum room charge per night. For example, if the rack rate were \$40, the member would pay \$25 rather than \$20.



Hotel Savings Network®

Save 5% to 20% at over 10,000 participating hotels!

BOOK IT YOURSELF AND SAVE!

If you don't find a hotel in the Hotel Access® directory, you can still get excellent savings with Hotel Savings Network. Check the enclosed guide for details and call the participating hotel of your choice. You save 5% to 20% off best available rates.

See your enclosed Hotel Savings Network guide for a complete listing of participating hotels.

How to use

HOTEL SAVINGS NETWORK:

1. CALL THE TOLL-FREE NUMBER for the hotel chain of your choice as listed in the Hotel Savings Network & Pocket Guide.
2. IDENTIFY YOURSELF as a CitiTravel member and give the reservation agent the Hotel ID number listed for that hotel chain. **IMPORTANT:** You must give this special code to get your discount!

5% CASH BONUS!

3. MAKE A RESERVATION at the money-saving member rate and ask for a confirmation number.

4. UPON CHECK-IN present your membership card.

5. AFTER YOUR STAY write your name, address, member number, and Hotel ID number on your itemized hotel receipt and mail either the original or a copy of the original receipt to CitiTravel Bonus Dept., P.O. Box 6127, Westerville, OH 43086-6127.

Remember, Hotel Savings Network stays are subject to program availability and are eligible for the 5% Cash Bonus. Discounts may vary and will not include group travel. Some blackout dates may apply.



Save No Matter Where You Stay!

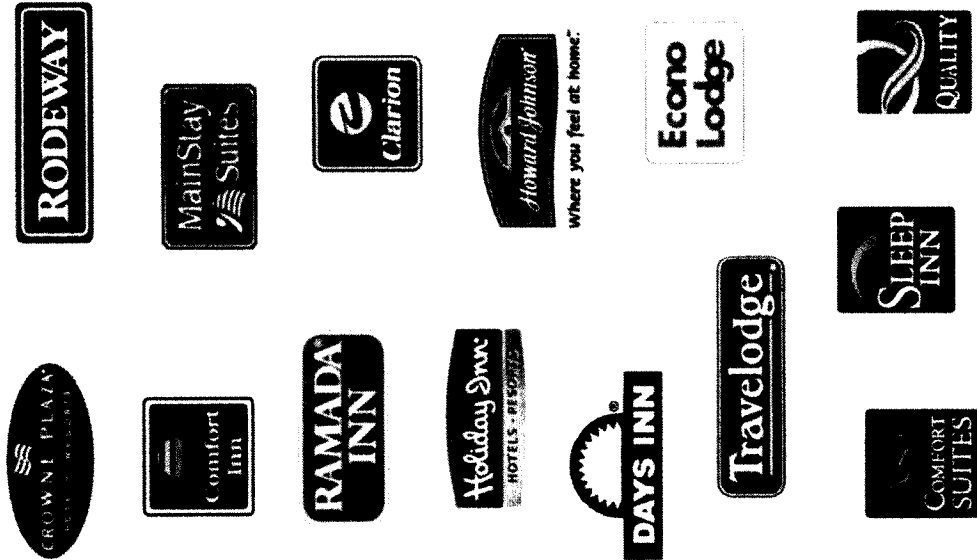
Now you can save and choose where to stay. Our industry experts can make your reservation at any of more than 50,000 hotels worldwide. What's more: You'll always get our **Low Price Guarantee** — and **5% Cash Bonus on eligible travel!**

Your Membership Card
has the phone numbers
you need for all your
reservation needs!

**5%
CASH
BONUS!**

Hotels

| | | |
|---------------------|--------------------|---------------|
| Clarion Hotels | Holiday Inn Select | Sleep Inns |
| Comfort Inns | Holiday Inns | Travelodge |
| Comfort Suites | Howard Johnson | Wingate Inns |
| Crowne Plaza | Mainstay Suites | ... and many, |
| Days Inn | Quality Inns | many more! |
| Econo Lodge | Ramada Inns | |
| Holiday Inn Express | Rodeway Inns | |



Airline Savings That Really Take Off

Save with the Airline Savings NetworkSM

Airline Savings Network. The CitiTravel program offers thousands of specially negotiated airfares for its members.

And don't forget the advantages of Electronic Ticketing.

When you have to make your travel plans on short notice (24 to 48 hours before departure), electronic ticketing is fast and easy.

**5%
CASH
BONUS!**

CitiTravel is a full-service travel agency. We can book your trip, no matter where you're going.

| | | |
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| Air Canada | British Airways | Northwest Airlines |
| Aloha Airlines | Continental Airlines | Singapore Airlines |
| America West | Delta Air Lines | US Airways |
| American Airlines | Lufthansa | and many more |
| American Trans Air | Mexicana Airlines | |

Airline Savings Network. Airfares may vary depending on travel dates and seat availability set forth by our airline partners.

9

Location Name: HAWAII, HI, US
Address: 1000 S. King St., Suite 1000
City: Honolulu, HI 96813
Country: US

Country: US
Region: HI
Area: Honolulu

TeeBone Golf Offers Hole-in-One Savings

Feel like a VIP with special privileges and discounts including:

- Convenient toll-free hotline for advance booking of tee times at several courses
- Free range balls, plus valuable discounts on food and pro shop merchandise at selected courses

Tee Bone
GOLF COURSES

1-877-918-4653

On-the-Road Discounts

Get the best rates in the industry at leading car rental agencies, plus extra savings with members-only coupons good for Free Weekend Days, Upgrades, and more. CitiTravel guarantees you'll get the Low Price! Add to that your 5% Cash Bonus.

Use the enclosed coupons to enjoy extra discounts when you travel for business or pleasure. These valuable coupons are just some of the special savings coming your way as a CitiTravel member!

**5%
CASH
BONUS!**

Auto Europe
Avis
Budget
Dollar
and many more

AVIS
We rent harder.

auto@europe.

Budget

DOLLAR
rent a car

10

*Valid at participating locations only. Blackout dates and age limitations may apply.

Location Name: HAWAII, HI, US
Address: 1000 S. King St., Suite 1000
City: Honolulu, HI 96813
Country: US

Country: US
Region: HI
Area: Honolulu



Tours & Package Deals

Members-Only Savings on Tours: You'll love our members-only discounts to the most popular destinations, such as: Las Vegas, Orlando, Cancun, and the Caribbean. We negotiate directly with our travel partners and pass along the savings to you. And, when you return, claim your 5% Cash Bonus on eligible travel!

Any Other Package: Virtually any tour or package deal you find can be booked through Travelers Advantage. With your 5% Cash Bonus added in, we're confident you'll get the best deal!

5% CASH BONUS!

Tour Companies

| | | |
|--------------------------------|-----------------------------------|--------------------------|
| CIE Tours International | Insight Vacations | Tauck Tours |
| Club Med | Magical Holidays | Trafalgar Tours |
| Collette Tours | Maepintour | Unique Vacations |
| Contiki Holidays | Mountain Vacations | United Vacations |
| Continental Airlines Vacations | NEAT Packages (Vacation Wraps) | (ish Only) |
| Delta Vacations | NWA WorldVacations (Pacific Only) | US Airways Vacations |
| Funway Funjet | Pleasant Holidays | Walt Disney World Travel |
| Future Vacations | Qantas Vacations | and hundreds of others |
| Globus & Cosmos | Rail Europe | |
| GoGo Tours | | |

TRAFALGAR TOURS
THE BEST OF THE BEST

Club Med

GLOBAL & COSMOS
WORLD-CLASS TOURS REDEFINED

11

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Page 12 of 12



"Sale"-Away Cruises

Get cruisin' with our special members-only discounts. You can even enjoy single- and double-category cabin upgrades, based on availability on select sailings. As a CitiTravel member, you'll enjoy the industry's best values. Don't forget. An extra 5% savings is yours when you claim your 5% Cash Bonus on eligible travel!

5% CASH BONUS!

Your Membership Card has the phone numbers you need for all your reservation needs! Cruise bookings require a non-refundable handling and processing fee of \$19.95 per reservation. Cancellation penalties, blackout dates, and other restrictions apply.

Cruise Lines

| | | |
|-----------------------|-------------------------|------------------------|
| Carnival Cruise Lines | Orient Cruise Lines | Sitar Clippers |
| Celebrity Cruises | Princess Cruises | Windjammer |
| Costa Cruises | RadiSSon Seven Seas | Barefoot Cruises |
| Crystal Cruises | Regal Cruises | Windstar Cruises |
| Cunard Lines | Royal Caribbean Cruises | World Explorer Cruises |
| Disney Cruise Line | Seabourn Cruise Lines | and more! |
| Holland America Line | SilverSea Cruises | |
| Norwegian Cruise Line | | |

Holland America

Celebrity Cruises

WINDSTAR CRUISES
C. RICHMOND L. D. LLOYD

Royal Caribbean INTERNATIONAL

Carnival.
THE MOST POPULAR CRUISE LINE IN THE WORLD.

PRINCESS CRUISES

12

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Page 12 of 12



HOLIDAY NETWORK

More amenities, More choices, More fun!

Choose From Thousands of Vacation Rentals.

As a Cititravel member you can treat your family and friends to terrific worldwide resorts, thanks to off-season and short notice specials through RCI Holiday NetworkSM

Just call 1-800-730-9981 and a vacation counselor will be happy to help you choose the perfect destination for your vacation needs. Use Discount Code: TRAD when making your booking for great savings!

With 1,600 getaway possibilities, the choice is yours!

Enjoy vacation values with all of the comforts of home at 1,600 top quality RCI-affiliated resorts in more than two dozen countries. Wherever you choose to go, you'll enjoy relaxing and having fun in well-equipped timeshare units.



13

Discount Name: TRAD 2020.05.01.01.01.01
 Discount Code: TRAD
 Discount Date: 10/7/09 4:25 PM
 Discount User: 10/7/09 4:25 PM

Discount Name: TRAD 2020.05.01.01.01.01
 Discount Code: TRAD
 Discount Date: 10/7/09 4:25 PM
 Discount User: 10/7/09 4:25 PM



Toll-Free Member Specials Hotline 1-800-647-CITI

Save 5% to 25% off the regular advertised price on exciting vacation packages, cruises, condo rentals, and more.

For the latest last-minute and limited-time specials, call the toll-free Member Specials Hotline, 1-800-647-CITI. These prerecorded offers are updated every few weeks, so check frequently.

5%
CASH
BONUS!

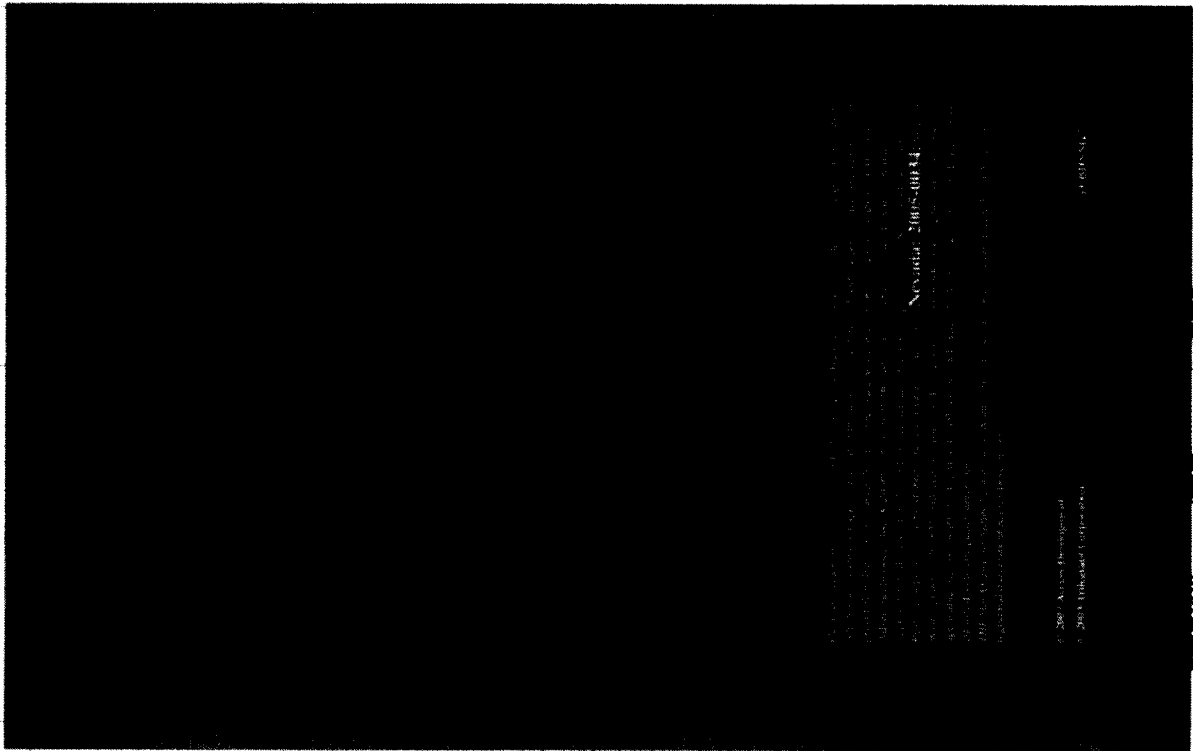
How to get Super Savings:

Call your toll-free Member Specials Hotline at 1-800-647-CITI. Follow the easy prompts after Main Menu.

- 1 AIR SPECIALS
- 2 CRUISE SPECIALS
- 3 HOTEL SPECIALS
- 4 CAR RENTAL SPECIALS
- 5 VACATION PACKAGE SPECIALS

14





Cititriv1 is a novel, highly specific, and sensitive assay for the detection of the presence of the Cititriv1 virus in a sample. The assay is based on the use of a highly specific and sensitive antibody that binds to the Cititriv1 virus. The assay is highly specific and sensitive, and can be used to detect the presence of the Cititriv1 virus in a sample. The assay is highly specific and sensitive, and can be used to detect the presence of the Cititriv1 virus in a sample.

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CitiTravel
Provided by Intelligent Corporation

For reservations...
1-800-CITI-234



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Reservations & Travel Information:

1-800-CITI-234 (1-800-248-4234)

24 hours a day, 7 days a week for
Domestic Air, Car, and Hotel Reservations.
Mon.-Fri., 8 a.m.-9 p.m. and Sat.,
8 a.m.-6:30 p.m. (ET) for Vacation Packages,
Cruises, and International Reservations.

Member Specials Hotline:

1-888-647-CITI (1-888-647-2484)

24 hours a day, 7 days a week

Membership Inquiries:

1-800-548-1116

Mon.-Fri., 8 a.m.-10 p.m. (ET)

Customer Service Inquiries:

1-800-648-4037

Mon.-Fri., 8:30 a.m.-10 p.m. (ET)

Sat., 9 a.m.-7:30 p.m. (ET)

Sun., 10 a.m.-7:30 p.m. (ET)

AVIS

AWD# B381900
1-800-239-6536

Budget

BCD# X736100
1-866-928-3438

DOOR

CD# CT5253
1-888-890-4252



Expires 12/31/2011

This card is not transferable.

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Experiments
by J. J. J. J.
on the effect of
the amount of
the amount of

Insurance of
 Contents and Savings
 of boats, cars, ac-
 cessories, and other
 Low Price Guar-
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3000 South Street
 Portland, Oregon 97204
 503/241-1111
 503/241-1112

1. What is the purpose of the study?
 2. What are the research questions?
 3. What are the hypotheses?
 4. What are the variables?
 5. What are the methods?
 6. What are the results?
 7. What are the conclusions?
 8. What are the implications?
 9. What are the limitations?
 10. What are the future directions?



This Card Saves You 50%



**...off the non-discounted
room rate at over 5,000
participating hotels!**

Whether you stay near home or travel
thousands of miles away, you can save money
with the *HalfPrice HotelCard*® brought to
you on a 3-month trial basis — Free — from
CitiTravel — part of the nation's largest
discounter of hotel rooms, and one of the
largest travel agencies in the U.S.*



RAMADA



DOUBLETREE
HOTEL GUESTWORTH RESORTS

Radisson



WYNDHAM
HOTELS & RESORTS



...and thousands more!

Stay and Save Anywhere...

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A Thrill a Minute

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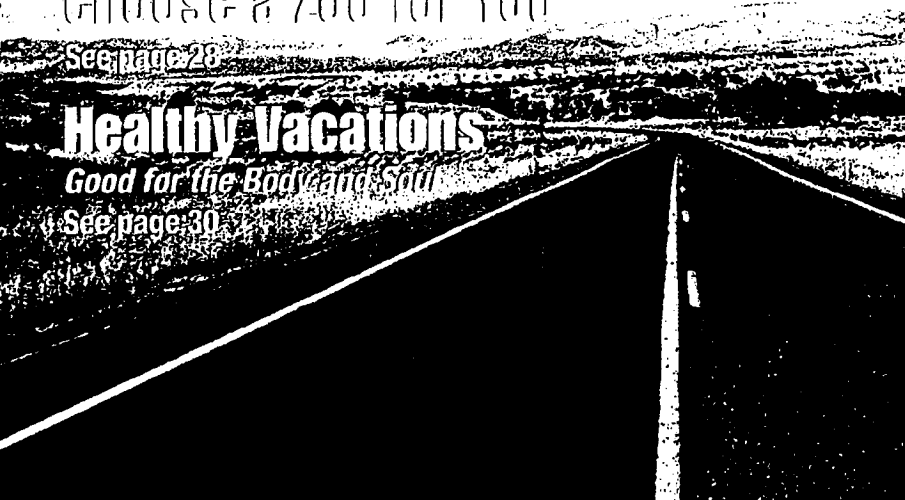
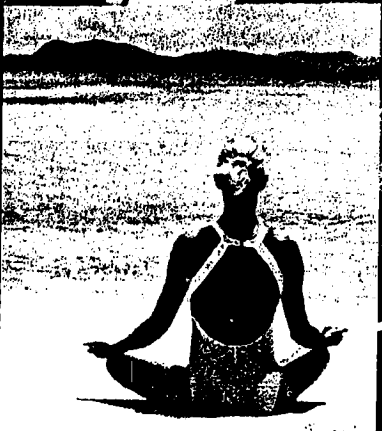
Choose a Zoo for You

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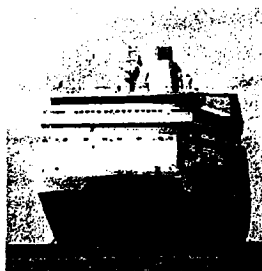
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Julia Ryan,
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CitiTravelerSM

YOUR GUIDE TO DISCOUNT TRAVEL

VOLUME 904

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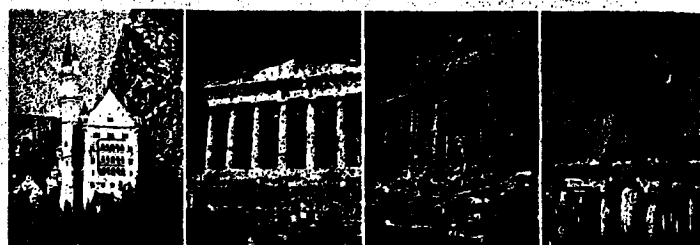
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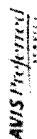
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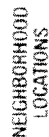
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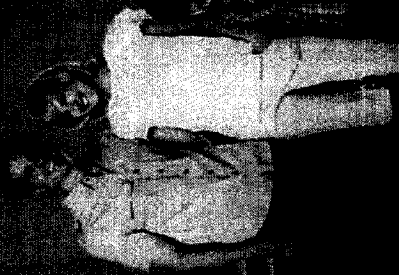
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Start planning your 2011 London adventure
now as we share what's new for the coming year.

TAKE A TIP FROM THE LOCALS...

London's skyline is one of the most recognisable in the world – from the London Eye to Big Ben and Tower Bridge, the capital is filled with attractions that top every visitor's must-see list.

This year, Visit London is encouraging visitors to delve beneath the surface of the city and seek out some unique experiences that can't

be found anywhere else in the world. Get a little local perspective, take a tip from a Londoner and discover some of the city's best. Only in London! Hidden gems

Enjoy a Borough Market steak sandwich from under the arches of London Bridge. Fly a kite on Hampstead Heath, catch a production for only £2 at Battersea Arts Centre's Play What You Can. Tuesdays, savour an early Sunday morning coffee at Columbia road flower market, or sip a mojito from a roof terrace in the heart of Soho. The city is filled with hundreds of once-in-a-lifetime experiences just waiting to be discovered – get inspired at visitlondon.com/onlyinlondon

SOMETHING OLD, SOMETHING NEW...

London is constantly evolving, so for first time or repeat visitors alike, a visit to the capital is always filled with surprises as new attractions and venues open year on year

Visitors in 2011 can see the unveiling of the historical Cutty Sark ship as it ropes in Greenwich following

a massive conservation project. While there, drop into the new Discover Greenwich Centre to learn more about the World Heritage site and end your day with a tour, dinner, and a pint of the finest brew in the recently refurbished Old Brewery located

within the magnificent Old Royal Naval College

Located in the heart of the city, the

Photographer's Gallery, the UK's primary venue for photography, will

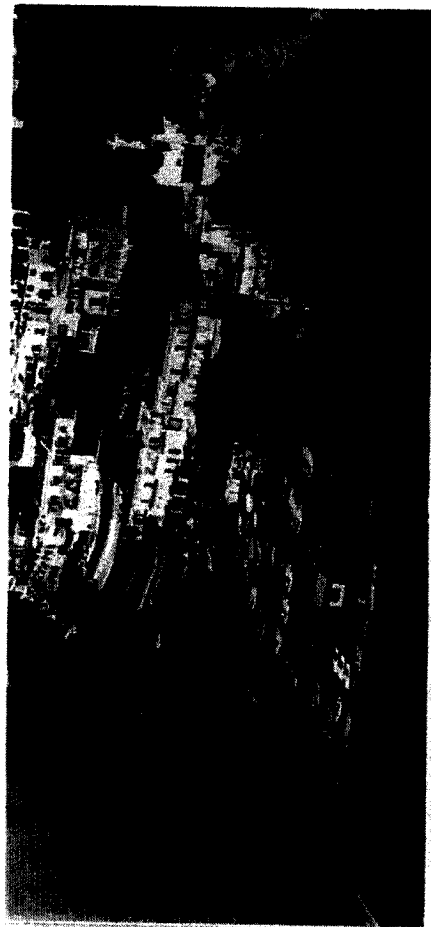
open a brand new International Gallery in the West End, in a celebration of its 40th anniversary. Shopaholics will be enticed for from the East to the West of town as

Westfield opens its second London venue, Westfield Stratford, near the Olympic Park – set to become Europe's biggest indoor shopping centre!



Europe Cruising: An Escape for Everyone

by Kim Windyka



cruiser or just a first-time visitor to Europe, this might be just the type of escape for you.

Western Mediterranean Cruises

These sailings allow you to explore many of Europe's historic and charming cities in Spain, France, and Portugal. From an enchanting castle tour in Lisbon and the gorgeous cityscapes of Barcelona to a shopping spree on vibrant Spanish island Palma de Mallorca, the opportunities for exploration are endless in the Western Mediterranean.

Planning Your Cruise

The ideal time to sail to Europe is April through November, as the weather is most favorable during these months. One of the great things about Europe cruises, though, is that nearly all of the top fleets offer them, so you'll never be restricted to a choice of just one or two cruise lines. However, only a select few lines sail there all year-round, including major fleets like Royal Caribbean and Norwegian, and smaller lines like MSC and Costa. This is something to consider if you decide that you want to cruise in the middle of winter, but otherwise, you should have your pick of ships and itineraries. Choose your favorite region and set sail today!

If you're looking for a twist on the classic cruise getaway, look no further than a Europe sailing. Unlike a typical backpacking trip, you'll get to visit several different and exciting countries without having to search for a place to stay in each new destination. Plus, best of all, you'll only have to unpack once! There's also a wealth of different itinerary options to choose from, depending on what you're looking for. While you can't really go wrong, here's a roundup of the most popular types of Europe cruises to help you find your dream vacation.

Northern Europe Cruises

Find out the time from Big Ben or enjoy a high tea in London before indulging your army side at the Louvre. For excellent people-watching opportunities, sit and sip in a Dutch cafe or try a pint at an authentic Irish pub on a Northern Europe sailing, which may visit ports in top European countries like England, France, Ireland or the Netherlands.

Eastern Mediterranean Cruises

These picturesque cruises visit some of the most popular and romantic European destinations, like Greece and Italy, with some even making stops in exotic Egypt. Make a wish in Rome's Trevi Fountain, marvel at ancient architecture in Athens or check out the Pyramids of Giza. Whether you're a first-time

Call 1-800-648-8244 to book a cruise or to get more information on these great deals!

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production of the Wizard of Oz, or head to the Theatre Royal Drury Lane for the opening of the stage production of the much-loved film *Shrek*.

Prefer a little pop music? Don't miss *The Most Incredible Thing* – the full-length dance work based on a Hans Christian Andersen story, the result of a collaboration between the world-famous electronic duo, Pet Shop Boys and Soller's Wells.

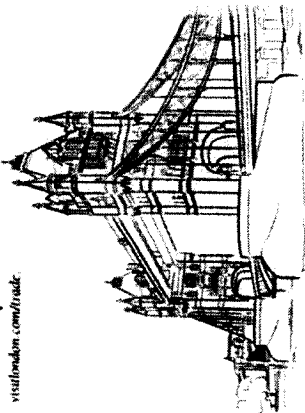
NOT-TO-BE-MISSED TOP EVENTS...

Next year will mark the 60th Anniversary of the Festival of Britain, and London will be celebrating with a season of events exploring life and culture in contemporary Britain. The events will take place alongside the capital's best annual festivals, which are set to make a return once again in 2011. See London in bloom at Kew's Tropical Extravaganza in Spring, the RHS Chelsea Flower Show in May, and the Hampton Court Palace Flower Show in July. Savour the goods as Michelin starred chefs demonstrate their skills at Taste London in Regent's Park in June and the London Restaurant Festival.

London is fast becoming the place to be to catch premier sporting events from all over the globe. August will see the world's best badminton players fight for the chance to be crowned Champions at the World Badminton Championships at London's iconic Wembley Arena.

As the city prepares for the biggest sporting event of them all, the 2012 Olympic and Paralympic Games, visitors can head to Stratford and see the transformation take place. Take a guided tour and watch as the Olympic Park take shape and explore the area nearby as it gears up for the games with a host of new developments.

Start organising your 2011 trip to London now – for all your essential information about travel to the capital visit visitolondon.com/trade.



BECOME A CULTURE VULTURE...

London is a hotbed of culture, home to some of the finest free museums and galleries in the world. In addition to the extensive permanent collections, 2011 will also bring a host of premiere exhibitions to the capital. The National Gallery will exhibit Jan Gossaert's Renaissance, the first exhibition dedicated to the artist for over 40 years, or for fans of sculpture, visitors to the Royal Academy of Arts can see the first exhibition for 30 years to examine British sculpture of the twentieth century.

A collection of extraordinarily rare objects from Afghanistan will be on display at the British Museum at Afghanistan. Crossroads of the Ancient World. Or, head to Kensington and the Victoria and Albert Museum from April for The Cult of Beauty: The Aesthetic Movement in Britain, to see the first international exhibition to explore the unconventional creativity of the Aesthetic Movement in Britain (1860-1900).

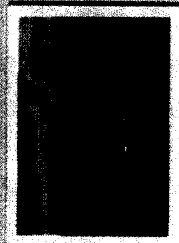
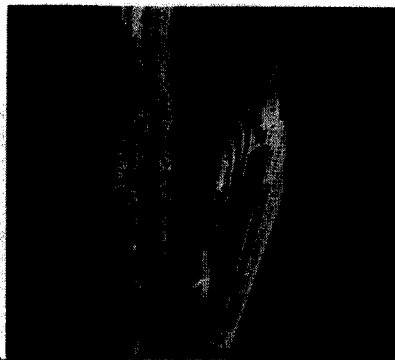
Ever wanted to know more about how a Japanese household runs? At Home in Japan – Beyond the Minimal House at The Gelfrye Museum will take a peek into urban homes to find out how private lives are lived in Japan today. And from the urban home to the royal one, during Summer Buckingham Palace will once again open its doors, this year revealing Masterpieces of Royal Fabergé, the finest pieces from the Royal Collection featuring Imperial Easter Eggs to miniature animal carvings.

SEE THE BEST SHOW IN TOWN...

London is the world's capital for theatre and music and 2011 is set to bring to the stage a host of exciting new productions. Theatre goers are in for a real treat as Cirque Du Soleil unveil their brand new production, *Toto*, at the historic Royal Albert Hall, and Hollywood star John Malkovich treads the boards at *The Barbecue* in a controversial but highly anticipated production of *The Infernal Comedy* in June.

Lovers of musical theatre can follow the yellow brick road to the London Palladium as it hosts Andrew Lloyd Webber's brand new

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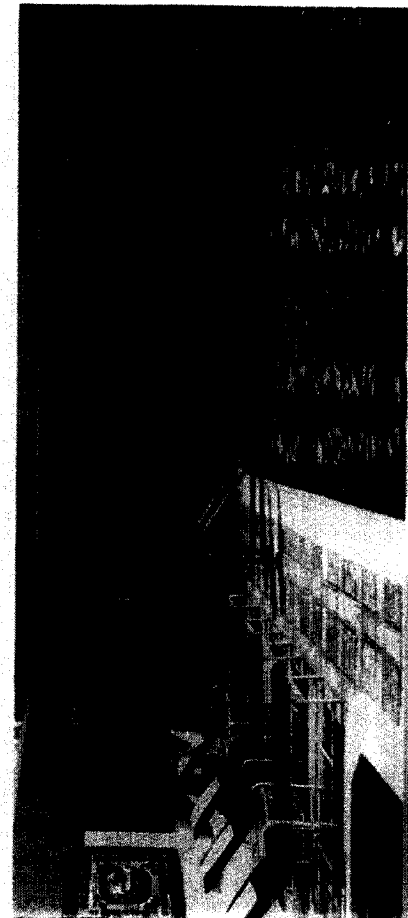


| Sample prices are cruise only, per person, based on double occupancy | MEMBER PRICE |
|---|--------------|
| 7 Night Alaska & Sawyer Glacier Norwegian Cruise Line - Norwegian Star; Interior Stateroom Select sailings from Seattle | \$579** |
| 7 Night Alaska Hubbard Glacier Northbound Royal Caribbean - Radiance of the Seas; Interior Stateroom Select sailings from Vancouver Ask about resident & senior rates! | \$662 |
| 7 Night Alaska Hubbard Glacier Celebrity Cruises - Celebrity Century; Interior Stateroom Select sailings from Vancouver Ask about resident & senior rates! | \$759 |
| 7 Night Alaskan Explorer Holland America Line - Westerdam; Interior Stateroom Select sailings from Seattle | \$759** |
| 7 Night Alaska & Glacier Bay Norwegian Cruise Line - Norwegian Pearl; Interior Stateroom Select sailings from Seattle | \$759** |
| 7 Night Glacier Bay Inside Passage Holland America Line - Volendam; Interior Stateroom Select sailings from Vancouver | \$807** |
| 4 Night Baja Mexico Carnival Cruise Lines - Carnival Paradise; Interior Stateroom Select sailings from Los Angeles Ask about free upgrade! | \$189** |
| 5 Night Pacific Coastal Norwegian Cruise Line - Norwegian Pearl; Interior Stateroom Select sailings from Vancouver | \$313** |
| 9 Night Mexican Riviera Carnival Cruise Lines - Carnival Spirit; Overview Select sailings from San Diego Ask about free upgrade! | \$446** |
| 7 Night Mexican Riviera Holland America Line - Oosterdam; Overview Select sailings from San Diego | \$617** |
| 10 Night West Coast Wine Cruise Southbound Celebrity Cruises - Celebrity Millennium; Overview Select sailings from Vancouver | \$1,899 |

Sample prices are per person, double occupancy, based on 10-day cruises. Prices are subject to change without notice. All prices are in U.S. dollars. Taxes, gratuities, and other charges are extra. Select sailings are subject to change without notice. *Select sailings are subject to change without notice. **Select sailings are subject to change without notice.

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Sample prices are cruise only,
per person, based on double occupancy

| | |
|--|-----------|
| 7 Night Dubai Royal Caribbean - Brilliance of the Seas; Interior Stateroom Select sailings from Dubai Ask about resident & senior rates! | \$649 |
| 7 Night Hawaii Norwegian Cruise Line - Pride of America; Interior Stateroom Select sailings from Honolulu | \$978** |
| 12 Night Hawaii Southbound Royal Caribbean - Radiance of the Seas; Interior Stateroom Select sailings from Vancouver Ask about resident & senior rates! | \$1,049 |
| 14 Night Panama Canal Eastbound Norwegian Cruise Line - Norwegian Pearl; Interior Stateroom Select sailings from Los Angeles | \$1,044** |
| 18 Night Fall Panama Canal Holland America Line - Statendam; Interior Stateroom Select sailings from Vancouver Up to \$125 FREE Spending*** | \$1,899** |

Sample prices are per person, double occupancy, based on 10-day cruises. Prices are subject to change without notice. All prices are in U.S. dollars. Taxes, gratuities, and other charges are extra. Select sailings are subject to change without notice. *Select sailings are subject to change without notice. **Select sailings are subject to change without notice. ***Select sailings are subject to change without notice.

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LOW PRICE GUARANTEE*



| | |
|--|--------------|
| Sample prices are cruise only, per person, based on double occupancy | MEMBER PRICE |
| 7 Night Southern Caribbean Azamara Cruises - Azamara Journey: Interior Stateroom Select sailings from San Juan Air about resident & senior rates! | \$1,399 |
| 7 Night Pacific Coastal Crystal Cruises - Crystal Symphony: Oceanview Select sailings from Los Angeles Up to \$300 Free Onboard Spending! | \$2,361** |
| 7 Night Riviera & Spanish Splendors Seabourn - Seabourn Legend: Suite Select sailings from Monte Carlo | \$2,374** |
| 10 Night Roman Revelations Oceania Cruises - Neustic: Interior Stateroom Select sailings from Istanbul Up to \$100 Free Onboard Spending & Pre-Paid Gratuities! | \$4,653** |
| 10 Night Classical Visions Regent Seven Seas Cruises - Seven Seas Voyager: Suite Select sailings from Monte Carlo Up to \$600 Free Onboard Spending! | \$6,649** |

[illegible]

Call **1-800-648-8244** to book a cruise or to get more information on these great deals!

¹¹50. Cash flow only applicable on indicated dates from base order sheet for checks.

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1. *Staphylococcus aureus* (10⁸ CFU/g) and *Escherichia coli* (10⁸ CFU/g) were used as test strains. The strains were grown in tryptic soy broth (TSB) (Difco) at 37°C for 24 h. The bacterial suspensions were adjusted to a concentration of 10⁸ CFU/g in sterile distilled water.

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